

| **SEA April 15th Comprehensive Counter Proposal**

MASTER AGREEMENT

between the

STRONGSVILLE CITY SCHOOL DISTRICT

and the

STRONGSVILLE EDUCATION ASSOCIATION

| August 1, **2010-2012** through June 30, **2012 2015**

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1	RECOGNITION	1
2	LONG-TERM SUBSTITUTE TEACHERS	1-2
3	NEGOTIATIONS PROCEDURES	2-4
4	GRIEVANCE PROCEDURE.....	4-9
5	TEACHER EVALUATION	9-13
6	TERMINATION OR NON-RENEWAL OF CONTRACT	13-14
7	TEACHER BACKGROUND CHECK	14
8	RENEWAL OR RESIGNATION OF CONTRACT	14
9	FILING AND MAINTENANCE OF TEACHING CERTIFICATES/ LICENSES	15
10	REDUCTION IN FORCE (RIF)	15-18
11	DAYS IN SCHOOL TERM	18-19
12	TEACHER WORK LOAD	19-27
13	TEACHER ASSIGNMENT AND TRANSFER	27-29
14	LEAVES	30-42
15	LABOR MANAGEMENT COMMITTEE, FACULTY REPRESENTATIVE ADVISORY COMMITTEE	43
16	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	43-44
17	PROFESSIONAL DEVELOPMENT COMMITTEE.....	44
18	MENTORING PROGRAM.....	44-48
19	TEACHER USE OF INFORMATION RESOURCES	48-50
20	JOB SHARING.....	50-51
21	PERSONNEL FILE	51-52
22	COMMUNICABLE DISEASES AS DEFINED BY ORC 3313.71, INCLUDING HUMAN IMMUNODEFICIENCY VIRUS (HIV) INFECTION	52-54
23	ASSOCIATION RIGHTS	54-56
24	FAIR SHARE FEE	56-57
25	VOLUNTARY PROFESSIONAL GROWTH.....	57-60
26	PAYROLL PRACTICES	60-65
27	MILEAGE ALLOWANCE	65
28	CREDIT FLEXIBILITY COMMITTEE	65
29	DEPARTMENT/DIVISION CHAIRPERSONS AND TEAM LEADERS.....	66
30	SUMMER SCHOOL SALARY	66
31	SUPPLEMENTAL DUTY SCHEDULE	67-71
32	EXTENDED SERVICE.....	71
33	SEVERANCE PAY	71-73
34	INSURANCES	74-82
35	SALARY AND SALARY SCHEDULE PLACEMENT	83-88
36	SALARY SCHEDULE FOR GUIDANCE COUNSELORS AND PSYCHOLOGISTS AND SPECIAL EDUCATION FACILITATOR	89

<u>Article</u>		<u>Page</u>
37	MERIT INCENTIVE FOR ATTENDANCE AWARD	89
38	RETIREMENT INCENTIVE PLAN	89-91
39	SMALL GROUP INSTRUCTORS	91
40	DURATION, EFFECT AND FORM	91-92

Appendices

A	Notification of Absence/Request for Leave.....	93
B	Grievance Form	94-95
C	Observation Form for Certificated/Licensed Teachers Who are Not Classroom Teachers	96-98
D	Observation Form for Classroom Teachers	99-101
E	Activities/Organizations Sheet.....	102
F	Teacher Observation Form	103-105
F	Rubric	106-112
G	Supplemental Contract Evaluation – Non-athletic	113-114
H	Supplemental Contract Evaluation – Athletics	115-117
I	Health Care Provider’s Certification for Employee’s Serious Health Condition.....	118
J	Health Care Provider’s Certification for Serious Health Condition of Employee’s Spouse, Child, or Parent	119
K	Health Care Provider’s Certification for Employee Request for Intermittent Leave or Reduced-work Schedule.....	120
L	Health Care Provider’s Certification for Return to Work.....	121
M	Unpaid Parental Leave Application for Certificated Employees.....	122
N	Sick Leave Donation Form	123
O	Application to Use Sick Leave Bank	124
P	Waiver of Years of Service and Agreement to Placement on Teachers’ Salary Schedule	125
Q	Building Assistant Teacher Observation Form.....	126-127
R	Anthem Prescription Drug Rebate Claim Form.....	128
S	Comprehensive Memorandum of Agreement (May 30, 2007).....	129-132
T	Side Letters of Understanding	133

ARTICLE 1 — NO REPRISAL

- A. **There shall be no reprisals of any kind against any student, parent, community member, the OEA, the SEA, or members of the bargaining unit, by the Board of Education or Administration because of support for, or participation in, strike-threat activities prior to the strike, during the negotiations process, or for any activities associated with the strike.**
- B. **There shall be no reprisals by the SEA or OEA, its members or members of the bargaining unit, against the Board of Education, Board members, administration, students, teachers, parents, or community members who attended school, worked, and/or supported the Board of education during the negotiations process.**

ARTICLE 1-2 – RECOGNITION

- A. The Strongsville Board of Education, hereinafter “Board,” recognizes the Strongsville Education Association, hereinafter “Association,” as the sole and exclusive representative for teachers within the District. “Teacher” shall mean those full and part-time certificated/licensed personnel (including Building Assistant Teachers) who are employed under a teacher’s contract, but excludes casual substitutes, the Superintendent, all Assistant Superintendents, Directors, Principals, Associate Principals, Assistant Principals, Supervisors, Athletic Director, home instruction tutors, and all other certificated/licensed employees who are devoting full or part time to managerial or supervisory duties as defined in ORC 4117. Additionally, if any certificated/licensed employee holds a part-time administrative position during the regular school year that is excluded from the bargaining unit, his/her individual teaching position shall also be excluded from the bargaining unit. A part-time teacher shall mean a teacher whose contract requires him/her to work fewer than seven and one-half (7 ½) hours per day. Hereinafter, all bargaining unit members shall be referred to as “teachers.”
- B. The Board and the Association agree that teachers have the right to join or not join any teacher organization.
- C. Teachers on officially-approved leaves of absence shall be considered members of the bargaining unit.

ARTICLE 2-4 – LONG-TERM SUBSTITUTE TEACHERS

- A. A substitute teacher becomes a long-term substitute teacher upon the earliest of: (1) at least sixty (60) days in the same assignment during a school year, or (2) being issued a long-term substitute teacher contract, or (3) being in an assignment due to a leave that has been granted for at least sixty (60) days. A long-term substitute teacher ~~may shall not~~ be re-employed as a long-term substitute teacher for ~~an unlimited number of consecutive years—more than one year without being offered a limited teaching contract.~~

- B. The employment of a long-term substitute teacher shall be for the period specified in the limited substitute teaching contract, which contract will automatically expire at the end of that school year without the need for action by the Board.
- C. Except as otherwise provided in this Article, all other provisions of the Agreement (including all insurance coverages) shall apply to long-term substitute teachers.
- D. The provisions of Article 5 (Teacher Evaluation), Article 6 (Termination or Non-Renewal of Contract), Article 10 (Reduction in Force), Article 13A and 13C (Transfer), Article 14.B (Sick Leave Bank), Article 25 (Voluntary Professional Growth), Article 33 (Severance), Article 35 (Salary), Article 37 (Merit Incentive for Attendance Award), and ORC Sections 3319.11, 3319.111, and/or 3319.17 do not apply to long-term substitute teachers.
 - 1. A long-term substitute teacher will be paid at the BA-0 step of the salary schedule and be paid the STRS pick up on the pick up regardless of the number of years in a long-term substitute teaching position.
 - 2. The evaluation process will be determined by the administration and will include at least one observation annually by the administration.
- E. For purposes of salary placement, a long-term substitute teacher with one hundred twenty (120) or more days of service in the District who subsequently is hired into a regular teaching position will be credited with a full year of service for each such year of substitute teaching subject to Article 35 (Salary). For purposes of seniority, the teacher would accrue seniority as of the date the teacher is hired into a regular teaching position.

ARTICLE 3-5 – NEGOTIATIONS PROCEDURES

Unless otherwise agreed, the following shall apply:

- A. Areas for discussion and agreement:
 - 1. The negotiations teams shall bargain collectively to determine matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of the Agreement.
 - 2. The Board retains and reserves those rights of management as set forth in ORC 4117.08.C.(1-9).
 - 3. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the District. All members of the negotiations teams are obliged to conduct such negotiations in good faith.
 - 4. The first negotiations meeting shall be held no later than the month of April of the year of expiration of the Agreement. During such meeting, initial proposals shall

be exchanged. Thereafter, no new items may be added unless by consent of both parties. At this first session, rationale for proposals are given by each negotiations team. This shall be the start of the formal negotiations. Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representatives shall be limited to five (5) representatives of the Board and five (5) representatives of the Association. While no final agreement shall be executed without ratification of the Association and the Board, both negotiations teams will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

5. Negotiations meetings shall be mutually agreed upon by both negotiations teams. If mutual understanding and agreement is not reached in the initial meeting, subsequent meetings shall be held at times mutually agreeable to both negotiations teams. The administrative team will hold separate meetings and confer as necessary with the Board, and the teacher team will hold similar meetings with the members of the Association.
6. The Board and the Superintendent/designee will make available to the Association on request, at no cost, and in reasonable time both prior to and during negotiations, all public records which are pertinent to negotiations issues but which do not violate the confidentiality of an individual. The Association will furnish all available information on its proposals to the administrative team to support the Association's proposals.
7. Either negotiations team may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Consultants may be used by either team, but when a consultant is coming to the negotiations table, advance notice shall be given to the other party. Said individuals may be used in a caucus but shall not be members of the negotiations team.
8. The chief spokesperson of either negotiations team may recess his/her team for independent caucus at any time. Caucuses shall not exceed one-half (1/2) hour unless by mutual agreement of both negotiations teams.
9. No action to coerce, censor or penalize any negotiations participant shall be made or implied by either the Board or the Association.
10. The content of negotiations sessions shall be confidential, and no individual member of either negotiations team may reveal the discussions which occur in the sessions. When either negotiations team determines that it must release its information to its constituency, such release shall be done in good faith.
11. As negotiations items receive tentative agreement, they shall be reduced to writing and initialed by each chairperson of the respective negotiations teams.

B. Agreement

When tentative agreement is reached on all negotiations issues between the Board and Association negotiations teams, the Association's negotiations team shall recommend adoption of said tentative agreement to the Association's general membership. Upon affirmative ratification of the Association's general membership, the Board's negotiations team shall recommend adoption of said tentative agreement to the Board. Upon affirmative ratification of the Board, such Agreement shall become effective upon the signing by the official designated parties representing the Board and the Association.

C. Disagreement

1. Every effort shall be made to conclude negotiations within twenty-five (25) calendar days; however, this timeline may be extended by mutual agreement of the parties. If negotiations have not been concluded by that time, unless the parties agree to mutually extend the timeline, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement. Unless the parties mutually agree to continue mediation, this process shall conclude on the date the Agreement expires for the purpose of ORC 4117.14(D)(2).
2. The parties mutually agree to waive any statutory dispute settlement procedure and further agree that the process above constitutes the parties' mutually agreed upon dispute resolution procedure and shall take precedence over any inconsistency with or alternative procedure set forth in ORC 4117.14. The parties retain any other rights afforded them under ORC 4117.14.

D. Alternative Procedure

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss and decide whether an alternate negotiations procedure (e.g., Interest Based Bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules will be established and Article 3.A.4 shall be waived.

E. Interim Negotiations

1. **Upon mutual agreement of both parties to negotiate during the term of this Agreement and in accordance with Section 4117.08 of the Ohio Revised Code, negotiations shall begin within ten (10) calendar days after either the Board or the Association requests, in writing, to negotiate. In the event the parties fail to reach agreement within twenty (20) calendar days after the first negotiations session, the parties agree to contact the Federal Mediation & Conciliation Service (FMCS) for assistance in resolution of the disagreement. This mediation is the parties' mutually agreed to dispute resolution procedure which supersedes and takes precedence over any inconsistency or alternative procedure set forth in Section 4117.14 of the Ohio Revised Code.**

- 2. If agreement is not reached within twenty (20) calendar days after the first mediation session, the provision of ORC 4117.14(D)(2) shall apply.**

ARTICLE 46 – GRIEVANCE PROCEDURE

A. Philosophy

1. The Board and the Association recognize that in the interest of effective personnel management, a procedure is necessary whereby a teacher can be assured of a prompt, impartial, and fair hearing on his/her grievances. This grievance procedure is a method by which a teacher, a group of teachers, or the Association can express a complaint, problem, or dispute without fear of reprisal, and obtain a fair hearing at progressively higher levels.
2. A grievance may be filed by a teacher, a group of teachers, or by the Association.

B. Definitions

1. A grievance is defined as an alleged violation, misinterpretation, or misapplication of this Agreement.
2. Days, for the purpose of this Article only, shall mean teacher working days unless otherwise stated in this Article.

C. Purposes and Objectives

The primary purpose of this grievance procedure shall be to obtain at the lowest possible level in the shortest period of time, equitable solutions to grievances. Grievance proceedings shall be handled in a confidential manner.

D. Procedure

Level I – Informal

1. A teacher with a grievance shall first discuss it with his/her immediate supervisor/principal in an effort to resolve the matter informally. The teacher will clearly identify the reason for the meeting (i.e., this is an informal grievance meeting) and, when possible, will give the immediate supervisor/principal twenty-four (24) hours advance notice of said meeting.
2. If the Association is filing a grievance that affects a teacher or teachers at one building only, or that affects a teacher or teachers under the supervision of one supervisor, a representative of the Association shall first discuss it with the principal/supervisor in an effort to resolve the matter informally. The Association representative will clearly identify the reason for the meeting (i.e., this is an

informal grievance meeting), and, when possible, will give the principal/supervisor twenty-four (24) hours advance notice of said meeting.

3. If the Association is filing a grievance that affects teachers at either different buildings or that affects teachers under the supervision of different supervisors, a representative of the Association shall first discuss it with the Director of Human Resources in an effort to resolve the matter informally. The Association representative will clearly identify the reason for the meeting (i.e., this is an informal grievance meeting) and, when possible, will give the Director of Human Resources twenty-four (24) hours advance notice of said meeting.
4. **Only the declaration by the Association shall constitute the start of the informal process.**

Level II – Formal

1. If the grievant is not satisfied with the results in Level I, or if the Association is not satisfied with the results in Level I of an Association grievance affecting one or more teachers at the same building or one or more teachers under the supervision of one supervisor, the grievance shall be put in written form (see Appendix B) and shall be submitted to the immediate supervisor/principal within thirty (30) calendar days of the act or conditions give rise to the grievance . A grievance shall state the names of all teachers who are affected and their buildings. In the case of an Association grievance that affects teachers at more than one building or under the supervision of more than one supervisor, if the Association is not satisfied with the results in Level I, the grievance shall be put in written form (see Appendix B) and shall be submitted to the Director of Human Resources within thirty (30) calendar days of the act or conditions giving rise to the grievance. A grievance shall state the names of all teachers who are affected and their buildings.
2. A hearing date shall be mutually agreed upon between the grievant and the supervisor/principal or designee within five (5) **work** days of the filing of the grievance. The building principal/designee may be involved in any grievance filed in his/her building. Discussion at this hearing shall be confined to the issues as stated in the grievance and the relief sought. In the case of an Association grievance involving several buildings/supervisors, the hearing date shall be mutually agreed upon between the grievant and the Director of Human Resources within five (5) **work** days of the filing of the grievance. Any building principal/designee or supervisor/designee may be involved in this grievance hearing. Discussion at this hearing shall be confined to the issues as stated in the grievance and the relief sought.
3. Within five (5) **work** days of the hearing the supervisor/principal or designee, or the Director of Human Resources in the case of an Association grievance involving several principals/supervisors, shall provide the grievant with a written disposition to the grievance.

Level III

1. If the grievant is not satisfied with the disposition received at Level II, he/she may within ~~five (5)~~ **ten (10) work** days of receipt of such written disposition submit his/her written grievance (see Appendix B) to the appropriate Director and request a hearing to discuss the grievance. The hearing will be conducted in a manner as stated in Level II. The grievance shall include a copy of the grievance and a copy of the disposition of the grievant's principal or immediate supervisor.
2. The hearing date shall be mutually agreed upon between the grievant and the party receiving the grievance or his/her designee within five (5) **work** days of the Director's receipt of the grievance at Level III. The Association President/designee shall be invited by the administration to any grievance hearing held at Level III or higher.
3. The hearing shall be conducted in a manner as stated in Level II.
4. Within five (5) **work** days of the hearing, the party receiving the grievance or his/her designee shall provide the grievant with a written disposition.

Level IV

1. If the grievant is not satisfied with the disposition received at Level III, he/she may, within ~~five (5)~~ **ten (10) work** days of receipt of such disposition, submit the written grievance (see Appendix B) to the Superintendent/designee and request a grievance hearing. The grievance shall include a copy of the Level III disposition, and the names of persons previously involved in the grievance.
2. The hearing date shall be mutually agreed upon between the grievant and the Superintendent/designee within five (5) **work** days of the filing of the grievance at Level IV. The Association President/designee shall be invited by the administration to any grievance hearing held at Level IV or higher.
3. The hearing shall be conducted in a manner as stated in Level II.
4. Within five (5) **work** days of the hearing, the Superintendent/designee shall provide the grievant with a written grievance disposition.

Level V

1. Within ~~three (3)~~ **ten (10) work** days of the grievant's receipt of the Superintendent/designee's Level IV disposition, the grievant may request in writing that the chairperson of the Association Grievance Committee submit his/her grievance to binding arbitration. The Grievance Committee chairperson shall, within ~~three (3)~~ **ten (10) work** days after receipt of the grievant's request, review the grievance and inform the grievant of the decision to advance the grievance to arbitration. If the grievance is not being advanced to binding arbitration, the grievant may appeal the Grievance Committee chairperson's

decision to the Representative Council within three (3) **work** days of receipt of the Grievance Chairperson's decision. The Representative Council shall be convened to hear the grievance appeal ~~as soon as possible within ten (10) work days~~. Only the Association may advance any grievance to arbitration. For any grievance being advanced to arbitration, the Association shall notify the Superintendent/designee within ~~fifteen (15)~~ **thirty (30) work** days of the Level IV disposition that the grievance will be advanced to binding arbitration. The Association shall request the American Arbitration Association to provide a list of seven (7) National Academy arbitrators. The arbitrator shall be chosen from the list provided by the alternate strike method, flipping a coin to determine who strikes first. Either party may request an additional list(s) of arbitrators .

2. The arbitrator shall have no power to add to, subtract from, modify, change or alter any of the provisions of this Agreement and shall expressly confine him/herself to the precise issue(s) submitted. The weight of past practice shall be determined by the arbitrator. Once an arbitrator is selected, he/she shall conduct the hearing in accordance with the rules and regulations of the American Arbitration Association. The decision of the arbitrator shall be binding on the parties involved.
3. The total cost of the arbitration (which shall include any initial fees, the fees and expenses of the arbitrator and any other costs associated with the arbitration, such as room rental, etc.) shall be paid by the losing party. Each party shall be responsible for the expenses of its own representation and any witnesses it may call.
4. The grievant(s), Association President, and any witnesses who are employees of the District and who are subpoenaed by an arbitrator shall be permitted to participate in or be present at the arbitration hearing with no loss of salary or other emoluments, nor shall the time be applied toward any leave.

E. Miscellaneous

1. Nothing in this Article shall be construed so as to deny the individual the right to seek redress by law.
2. Except for Level I and Level V, all grievance hearings shall be held outside of the teacher's normal work day unless mutually agreed to by the parties.
3. A grievance may be withdrawn at any level.
4. Failure by the administration at any level of this procedure to issue a written disposition within the specified time limit shall permit the grievant to immediately proceed to the next level. Failure by the grievant at any level of this procedure to advance a grievance to the next level within the specified time limit shall be deemed to be acceptance of the written disposition.

5. All grievances shall be filed at Level I unless the Association President and the Director of Human Resources agree to commence the grievance procedure at another level.
6. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
7. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants.
8. Contract recommendations are not subject to grievance procedure. However, the procedures leading up to the contract recommendation are subject to a grievance.
9. The parties may mutually agree, in writing, to extend any and all grievance timelines.
10. In the event a grievance is filed after May 15th in any school year, the parties shall attempt to process the grievance prior to the end of the school year. If the grievance filed after May 15th is not resolved prior to the end of the school year, the parties may mutually agree to hold the matter in abeyance to some mutually agreeable date but no later than the beginning of the second full week of the ensuing school year.
11. The teacher may meet individually or be accompanied by an Association representative at any hearing at every level of the grievance procedure. In the event a teacher chooses to have a grievance processed without representation of the Association through Levels I through IV, the teacher shall be liable for any expenses incurred in such processing. Even if the teacher does not want to be represented by the Association, the Association President **and the OEA Labor Relations Consultant** shall be informed of any grievance hearing, and the Association President/designee **and the OEA Labor Relations Consultant** has the right to attend the hearing.
12. The administrator or Board may be accompanied by a representative of choice at any hearing at every level of the grievance procedure.

ARTICLE 5-7 – TEACHER EVALUATION

(See Appendix C, D, E, F and Q)
(Does not apply to long-term substitutes)

A. Philosophy

The purposes of this teacher evaluation are:

1. To improve instruction;
2. To provide a systematic summary of the teacher's effectiveness by:

- a. Informing the teacher of his/her strengths and weaknesses;
 - b. Indicating suggestions for improvement;
3. To provide an opportunity for the teacher to gain insight and share in his/her continuing evaluation; and
 4. To provide a permanent account of the teacher's professional accomplishments.

B. Procedure for Observations

1. Teachers shall be evaluated in accordance with the following schedule:

	Minimum Observations Per Year	Timeline for Completion of Observations
All teachers with a provisional license	4	First 2 observations will be completed no later than February 1 st ; the last 2 observations will be completed no later than April 1 st
All teachers eligible for contract renewal with identified deficiencies in the last observation of the previous school year	4	First 2 observations will be completed no later than February 1 st ; the last 2 observations will be completed no later than April 1 st
All teachers eligible for continuing contracts	3	First 2 observations will be completed no later than February 1 st ; the last observation will be completed no later than April 1 st .
All other teachers with limited contracts	2 in year in which contract expires	First observation will be conducted no later than February 1 st ; the second observation no later than April 1 st
All teachers with continuing contracts	1 every third year	No later than May 30 th
All Building Assistant Teachers	1	No later than April 1 st

2. Observations will be conducted in accordance with the observation form (Appendix C or D). Observations of Building Assistant Teachers will be conducted in accordance with the observation form, Appendix Q. The last

observation to be conducted during the school year will also include teacher input reflecting various committees, organizations, activities, and conferences/workshops in which the teacher participated (Appendix E). These provisions will not apply to any teacher employed under a limited contract who commences or resumes employment with the District on or after January 1st. With respect to such teachers, one observation shall be completed no later than May 15th.

3. A copy of the written observation(s) shall be given to and discussed with the teacher within ten (10) working days following the observation. If any deficiencies are indicated on the observation form, the evaluator shall provide specific written suggestions pertaining to how the teacher can improve in those deficient areas. The teacher shall be provided a reasonable period of time in which to improve performance in the areas where deficiencies are identified. This shall normally mean that there shall be not less than four (4) weeks between the time a deficiency is identified to the teacher and the evaluator completes an observation which reflects that the teacher has failed to correct that deficiency. This does not preclude interim classroom observations.
4. If the evaluator and/or teacher is absent during the ten (10) working days following the observation, the time in which to convene a meeting to discuss the observation will be extended equal to the length of the absence of either party.
5. Evaluators will acquaint teachers with the criteria to be used for classroom observations and evaluations early in the school year. The goals or criteria by which teachers are evaluated will be determined by the evaluator and teacher cooperatively. If the teacher and evaluator cannot cooperatively determine goals and evaluation criteria, the evaluator can determine the goals and appraisal criteria.
6. Additional observations may be made at the discretion of the evaluator.
7. Three copies of the classroom observation form and Appendix E will be made; one to the teacher, one to the evaluator, and one to the Director of Human Resources who shall place these materials in the teacher's Central Office file.
8. The observation form will be signed by the teacher with space for teacher comment. The teacher's signature on the observation form does not indicate agreement with the observation but only that the teacher has seen the completed observation form.
9. New teachers will be observed early in the school year. The evaluator will advise the new teacher of the week in which the evaluator anticipates conducting the first observation.
10. The subheadings on the observation form are there as a guide or reminder to the evaluator of topics to be considered during the observation. Other topics may be included.

11. Observations will be made by the building principal, associate principal, assistant principal, immediate supervisor, and/or Central Office certificated/licensed administrative personnel.
 12. Through the Superintendent/designee, the teacher may request at any time additional observations/conferences with a different evaluator. The additional observations or conferences shall be considered in the overall valuation procedure and shall be limited to a maximum of two such requests per school year.
 13. Ratings of E (exceeds expectations), N (needs improvement), or U (unsatisfactory) require a narrative comment to explain the rating. If the evaluator observes areas which are marked N or U, specific recommendations must be written by the evaluator in the space provided on the classroom observation form.
 14. Each observation shall be at least thirty (30) continuous minutes in duration.
 15. No teacher shall be observed the day before or after a vacation or holiday.
- C. Self-evaluation may be implemented on a voluntary basis. These shall not be for administrative use and shall not become a part of the teacher's personnel file.
- D. The parties agree that compliance with this evaluation procedure shall satisfy and supersede the evaluation requirements set forth in ORC 3319.111. Only the alleged failure to comply with the procedural aspects of this Article is subject to the grievance procedure.
- E. Teachers who hold provisional licenses will be evaluated in accordance with the schedule and procedures set forth in this Article. However, the form used for those observations is Appendix F, which reflects the Pathwise Domains upon which the teachers will be evaluated for purposes of receiving a professional license.

F. Procedure for Evaluating Teachers with Supplemental Contracts

1. Teachers with supplemental contracts will be evaluated in accordance with the supplemental contract evaluation forms, Appendix G (Non-athletic) and Appendix H (Athletic).
2. The evaluator will be the administrator with direct knowledge (e.g., observation of performance goals/objectives; assessment of end product) of the teacher's supplemental contract performance.
3. A meeting will be held with the evaluator and teacher prior to issuance of the supplemental contract to establish goals and objectives. Where applicable, the head coach/director will have input into the teacher's goals and objectives.
4. The final evaluation will be completed within thirty (30) calendar days of the completion of the supplemental contract.

5. Teachers who voluntarily perform supplemental contract work shall not be evaluated.

G. Complaints Against Teachers

When a complaint is made concerning a teacher's conduct or other activities relating to the teacher's employment duties, the administrator shall encourage the complainant to discuss the situation directly with the teacher involved. An administrator will not use the complaint in the evaluation process or in any potential disciplinary action unless the administrator first informs the teacher, within a reasonable period of time (generally within ten (10) working days after the administrator receives the complaint) after the complaint is made, of the nature of the complaint and the parties involved. Anonymous complaints shall be given no credence. This provision does not apply to complaints involving alleged criminal conduct or child abuse complaints which will be the subject of investigation by a governmental agency.

H. **The Board and the SEA agree that the provisions defined in Article 7: Teacher Evaluation shall be the official evaluation policy for all teachers during the 2012-2013 school year. The Parties agree that a new evaluation policy, consistent with the minimum requirements outlined in H.B. 153 and S.B. 316 shall be collectively bargained to mutual agreement between the Board and the SEA negotiating team during the course of the 2012-2013 school year. This new evaluation policy will be presented for ratification to the Board and the SEA membership no later than June 1st, 2013. The parties agree that during the 2013-2014 school year, the Association and Administration will meet quarterly in order to review, assess and, if necessary, refine the evaluation procedure as mutually agreed upon.**

(THE SEA AND THE BOE HAVE REACHED A TENTATIVE AGREEMENT ON THE EVALUATION LANGUAGE IN "H" ABOVE)

ARTICLE 6-8 – TERMINATION OR NON-RENEWAL OF CONTRACT

A. Termination of Existing Contract

Termination of a teacher's contract shall be according to ORC 3319.16 and related provisions .

B. Non-renewal of a Contract (does not apply to long-term substitutes)

1. Any teacher other than a long-term substitute teacher employed under a limited contract and whose regular teaching contract is not to be renewed shall be notified in writing on or before April 30th. For the purpose of this subsection, posting such notice in the U.S. Mail by registered or certified mail on or before April 27th to such a teacher's last known mailing address shall constitute timely "notice" to a member.

2. If the teacher is notified of the Superintendent's intention to recommend non-renewal, the teacher shall, upon written request filed with the Superintendent within ten (10) working days of receiving notice of the Superintendent's intention, be entitled to a hearing with the Superintendent. Upon request, the Superintendent shall provide written reasons to the teacher for the recommended non-renewal. Upon receiving the request for hearing, the Superintendent shall establish a mutually agreeable hearing date with the teacher and/or the teacher's representative. Such hearing shall be held within ten (10) working days of the receipt of the request. At such hearing teacher and/or his/her representatives may present evidence as to why the teacher should not be non-renewed. Within five (5) working days after the hearing, the Superintendent will issue his/her written decision regarding the employment of the teacher. If the Superintendent determines to recommend non-renewal, the teacher may request and shall be granted a hearing (public or private at the teacher's election) with the full Board before the Board acts upon the Superintendent's non-renewal recommendation. At such hearing the teacher shall have right to a representative designated by the Association.
 - | 3. The parties agree that this procedure shall supersede and take the place of the provisions of ORC 3319.11 and 3319.111 with respect to evaluation rights and non-renewal rights of notice, and hearing.
 4. Only alleged failures to comply with the procedural aspects of this Article are subject to the grievance procedure.
- C. Notice of intent to non-renew shall not be given until the evaluation procedure (Article 5) has been completed. A teacher cannot be non-renewed if any of the evaluation procedure timelines found in Article 5 has been violated (does not apply to long-term substitutes).

ARTICLE 7~~9~~ – TEACHER BACKGROUND CHECK

- A. In the event it is necessary for the Board to employ a teacher prior to having received the results of the criminal records investigation, that teacher's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) which is not inconsistent with the teacher's answers to questions on the job application.
- B. In such event, if a report is subsequently received from the BCII which is inconsistent with the teacher's answers to questions on the job application, the teacher shall be notified in writing. If the teacher does not deny the accuracy of the BCII report, the action of the Board employing such teacher shall be void without any further act by any party, and with the necessity of proceedings under ORC 3319.16 to formally terminate such teacher's contract of employment.
- C. If the teacher denies the accuracy of the BCII report, the teacher shall immediately be placed on leave without pay or benefits for a period of up to ninety (90) days. If within

that period, the Board receives a corrected report from BCII which is not inconsistent with the teacher's answers to questions on the job application, the teacher shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII which is consistent with the teacher's answers to questions on the job application, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under ORC 3319.16 to formally terminate such teacher's contract of employment.

ARTICLE 8-10 – RENEWAL OR RESIGNATION OF CONTRACT

A teacher offered a contract of employment or renewal of a contract pursuant to this Article shall execute and return such contract to the Board Treasurer/designee within fifteen (15) days after receipt of contract or eighteen (18) days after contract is sent by registered or certified mail. Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment. After execution of the contract by the teacher and receipt of said contract by the Board Treasurer/designee no teacher shall resign from such contract after July 10th unless released by the Board.

ARTICLE 9-11 – FILING AND MAINTENANCE OF TEACHING CERTIFICATES/LICENSES

- A. Each teacher shall be responsible for filing with the Director of Human Resources all certificates/licenses issued to the teacher by the Ohio Department of Education within fifteen (15) days of receipt of such certificate/license or at such other times as may be required by the terms of this Agreement. No right or privilege shall be asserted by a teacher by reason of any certificate/license not filed by the teacher as provided herein.
- B. As a condition of employment and re-employment, all teachers shall keep current and file with the Director of Human Resources all teaching certificates/licenses held at the time of initial employment by the Board and all certificates/licenses received after such employment. **New employees to the district shall be required to complete one (1) renewal of all certificates/licenses held at the time of initial employment. Thereafter an employee shall have the right to allow their certificate/license to expire in each teaching area (grades, program or subject areas) the teacher has not been assigned within the previous five (5) years.** If the teacher permits a certificate/license(s) to expire, without renewal, placement on the seniority list is waived for that area(s) of certification/licensure. It shall be the responsibility of each teacher to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license with the Director of Human Resources. **Each teacher shall maintain the teaching certificate/license for each teaching area (grades, program or subject areas) in which the teacher has been assigned within the previous five (5) years.**

ARTICLE 10-12 – REDUCTION IN FORCE (RIF)

(does not apply to long-term substitutes)

- A. When the Board determines that for any of the following reasons it is necessary to reduce the number of teacher positions, a RIF shall be implemented:
 - 1. Decreased enrollment of pupils.
 - 2. Return to duty of teachers after leaves of absence.
 - 3. Suspension of schools or territorial changes affecting the school district.
 - 4. Financial reasons. ~~Financial reasons are defined as a reduction in the school district's revenue from one fiscal year to the next.~~
 - 5. A decrease in funds for those positions funded in full or in part by non general fund monies (monies not in the 001 fund of the District's Appropriation) may result in reductions in said positions.
 - 6. Elimination of programs, course offerings and/or the number of grade level sections.
- B. To the extent possible, the number of teachers affected by a RIF will be minimized by not employing replacements for teachers who retire, resign or whose limited contracts are not renewed for reasons other than RIF. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.
- C. Reductions needed beyond those available by attrition will be made by suspending contracts. Before a reduction in force occurs for the following school year, the Board shall act on the contracts of **all** teachers who are eligible for a continuing contract **and all teachers who are eligible for a limited contract**. Teachers holding continuing contracts shall have more seniority than those holding limited contracts in the same area of certification/licensure. **No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations as defined in Article 12, I below.** Once a teacher attains continuing contract status, he/she shall become more senior than other teachers in his/her area of certification/licensure who also hold continuing contract status and who have less seniority in the system. Those contracts to be suspended shall be chosen as follows:
 - 1. All teachers (other than long-term substitutes ~~and Building Assistant Teachers~~) shall be placed on seniority lists in each teaching field for which they are certificated/licensed. Seniority shall be defined as the length of continuous service in the District.
 - a. A year of seniority for full-time teachers will be a minimum of one hundred twenty (120) days of service in a school year. All teachers employed on or before January 1, 1994, who have been receiving a year of service credit for at least 3-3/4 hours per day (or the weekly equivalent) for at least one hundred twenty (120) days per year shall continue to receive such credit on that same basis.

- b. Seniority for a part-time teacher employed after January 1, 1994, [i.e., a teacher whose contract requires him/her to work fewer than seven and one-half (7-1/2) hours per day] shall be pro-rated based upon time actually worked in the District, e.g., a teacher employed half (.5) time for at least one hundred twenty (120) days in the District must work two (2) years in order to receive one year of service. Any amount over 1.0 years will accumulate to the next school year, e.g., a teacher employed as a .6 teacher one school year and employed as a .6 teacher the next school year will have accumulated 1.0 year of service with the .2 year accumulation being credited to the next school year.
 - c. Seniority shall not be interrupted by authorized leaves of absence or RIF; however, a teacher on leave shall not accrue seniority while on leave or RIF status unless the leave is military leave or involuntary FMLA Leave.
- 2. Reduction in any area of certification/licensure shall be made from the bottom of the seniority list for that area of certification/licensure. A teacher affected may elect to displace the least senior teacher in another area of certification/licensure also held by the teacher. Prior to a mid-contract suspension, a limited contract teacher must be given at least ninety (90) calendar days notice of his/her RIF; a continuing contract teacher must be given at least one school year's notice of his/her RIF. **However, no preference for seniority shall be given except when making a decision between teachers who have comparable evaluations as defined in Article 12, I below.**
- ~~3. With respect to limited contract teachers only, factors other than seniority and area of certification/licensure may be used to determine those affected by a RIF if it is clearly demonstrated by the Board that the use of such a factor is necessary to achieve a recognized educational goal which could not be met by strict adherence to seniority and area of certification/licensure. Supplemental contracts that are not curriculum related are not such a factor.~~
- 43.** If two or more teachers have the same length of continuous services, seniority shall be determined by:
 - a. The date of the Board meeting at which the teacher was hired, and then by:
 - b. The date the teacher signed his/her initial limited contract in the District;
 - c. The date on which the teacher submitted the first completed job application within the two (2) year period preceding the effective date of the teacher's first teaching contract with the Board if the date is available;
 - d. If any ties remain after (a), (b), and (c), they will be broken by lot.

- D. The names of teachers whose contracts are suspended in a RIF shall be placed on a recall list until recalled for continuing contract teachers and up to sixty (60) months for limited contract teachers from the date of their reduction in force. Teachers on the recall list shall have the following rights:
1. No new teacher shall be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy **or who could be recalled to a different vacancy after the reassignment of existing employees to a vacant position for which they are certificated/licensed.**
 2. Teachers on the recall list shall be recalled in order of seniority in vacancies in areas for which they are certificated/licensed.
 3. **Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations as defined in Article 12, I below.**
 34. If a vacancy occurs, the Board shall send a certified announcement to the last known address of the most senior teacher on the recall list who is qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept a full-time position, shall forfeit all recall rights. A teacher who declines a part-time position shall remain on the recall list.
 45. A teacher on the recall list shall, upon acceptance of the notification to resume active employment status, returns to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher enjoyed at the time of RIF. Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.
- E. The Association President shall be given the District's seniority list for teachers and administrators in each area of certification/licensure by February 1st of each year.
- F. No later than fifteen (15) calendar days prior to the effective date of a RIF, the Association President will be given a list of those teachers whose contracts are to be suspended in the reduction.
- G. The administration will provide letters of recommendation for teachers affected by a RIF, and will attempt to provide other forms of assistance, where possible upon the request of the teacher.
- H. **During the 2012-2013 and the 2013-2014 school years only, the parties agree that the evaluations of members of the bargaining unit shall be considered comparable to one another for the purposes of the negotiated Reduction in Force. As such, the provisions**

of Article 10 shall serve as the procedures followed by the Superintendent and Board when making staff reduction decisions involving the suspension of contracts during the 2012-2013 and 2013-2014 school years only. Effective with the 2014-2015 school year, H.B. 153 and S.B. 316 will be fully implemented.

(THE SEA AND THE BOE HAVE REACHED A TENTATIVE AGREEMENT ON THE REDUCTION IN FORCE LANGUAGE IN "H" ABOVE)

- I. **For the purposes of this agreement Comparable Evaluations shall be defined as follows:**
1. **Accomplished**
 2. **Developing/Proficient**
 3. **Ineffective**
 4. **For the 2014-2015 school year only, any teacher who is deemed Developing in their performance evaluations but is rated Ineffective overall due to below average student growth data shall be considered Developing for the purposes of this Article.**

ARTICLE 11-13 – DAYS IN SCHOOL TERM

- A. The school year for teachers shall not exceed ~~one hundred eighty-six (186)~~ **one hundred and eighty-four (184)** days, including:
1. A maximum of one hundred eighty (180) days of classroom instruction.
 2. One (1) day immediately prior to the opening of school for room preparation and necessary paperwork or record keeping, (a maximum of one-half (.5) day to be used for administration-called meetings).
 3. One-half (1/2) day of in-service for teachers on the last day of the first semester.
 4. One-half (1/2) day of record keeping on the last day of the first semester.
 - ~~5. Two (2) full days of professional development.~~
 - 46.** Two (2) parent conference days for the elementary schools, middle schools and high schools determined by the District. One of these days shall be held in the fall and the other shall be held in late winter. The dates of these conference days shall be given to teachers no later than May 1st of the previous school year. These conference days shall not exceed seven and one-half (7.5) hours and shall begin no earlier than 10:00 a.m. and shall conclude no later than 7:30 p.m. There shall be a ninety (90) minute dinner hour within the conference day.

7. Teachers shall complete one day (6 hours) of professional development activities approved by the LPDC. The teacher shall receive 1/184th of the teacher's salary. If the activities are completed by the end of November, payment will be made with the last pay in December. If the activities are completed by June 30th, payment will be made with the last pay in July. These activities may include but are not limited to professional workshops, all day or portions of a day professional development activities at the District, building, grade or department level. The decisions of the LPDC will allow flexibility in approving teacher professional development needs. The LPDC will establish guidelines governing the types of professional development activities that will be approved. Pre-approval is recommended to guarantee acceptance by the LPDC. Payment of tuition or registration fees is the responsibility of the teacher undertaking the activity unless the activity is a District-sponsored activity.

- B. Annually the Association and Board shall meet prior to the beginning of the school year to negotiate a contingency plan under which the District's students will make up days on which it was necessary to close schools for any of the reasons specified in ORC 3317.01(B), if any such days must be made up in order to comply with applicable requirements relating to length of school year.
- C. New teachers to the system may be required to attend a maximum of two (2) additional days of orientation prior to the opening of the school year.
- D. There shall be a twelve (12) member Calendar Committee established. Three (3) members shall be appointed by the Association President, three (3) members shall be appointed by the Superintendent/designee, three (3) members shall be classified staff appointed by their bargaining agent, and three (3) members shall be parents selected by the Superintendent/designee. This Calendar Committee shall review three two-year calendars by February 1st of each year to be presented to the Board with the Committee's recommendations.

ARTICLE 12-14 – TEACHER WORK LOAD

A. All Teachers

- 1. The regular school day for all teachers shall encompass seven and one-half (7-1/2) hours, including a thirty-minute (30-minute), duty-free lunch period.
- 2. Preparation time is defined as time during the school day when the teacher is not engaged in classroom instructional activity or duty-free lunch time and shall be used by the teacher for preparation, individual conferences with students or other teachers, and conferences and telephone conferences with parents. **No administrative directed initiatives, including but not limited to TBTs, Common Assessments, Common Core, Data Analysis, Collaborative Unit Planning or SLOs shall be assigned during a teacher's preparation time.**

- a. When there is an adjustment of normal schedule, every effort will be made to minimize the loss of preparation time. In the event that a particular teacher loses more than five (5) preparation periods during a semester or all of his/her preparation periods on two (2) consecutive days, coverage will be arranged by the building administration.
 - b. In computing preparation periods, time increments of ten (10) minutes or less shall not be counted.
 3. All teachers may be required to be available for administrator-scheduled faculty, division, departmental, in-service and other administrator scheduled meetings no more than a total of thirty (30) hours per year outside of the teacher's workday. Psychologists, guidance counselors, and the Special Education Facilitator may be required to be available for the aforementioned meetings with no limitation on the total number of hours. Such meetings or conferences will not extend beyond the teacher's departure/arrival time more than sixty (60) minutes.
 4. All teachers may be required to attend Open House and one (1) other after-school or evening activity during the school year. The combined time for Open House and one (1) other after-school or evening activity shall not exceed six (6) hours per school year.
 - a. No teacher can be required to attend an after-school/evening activity that exceeds three (3) hours in duration.
 - b. However, a teacher may volunteer to attend an after-school/evening activity ~~that exceeds three (3) hours in duration and attending such an activity will satisfy the after school/evening activity requirement for the school year. The teacher who attends an after school/evening activity that exceeds three (3) hours in duration may apply for VPG credit for the time he/she attended the activity that was in excess of three hours. The administration has the right to limit the number of teachers who volunteer to attend an after school/evening activity that exceeds three (3) hours in length.~~
- 54.** No required attendance meetings shall be scheduled immediately after school on the second Tuesday of each month school is in session.
- 56.** Teachers other than those working in specially funded classes, shall receive an extra fifteen-minute (15-minute), duty-free preparation period on any day in which he/she teaches a split level class (e.g., part second grade and part third grade; part German I and part German II) for each split-level class he/she teaches.
- 67.** Paid Substitution
- a. A teacher may volunteer to serve as a period substitute during his/her preparation period. At the elementary level, a period is defined as forty (40) minutes. To assume the responsibilities of teaching a class in lieu of

a casual substitute, the teacher shall be paid at the rate of .000886 of the BA base for each period or portion thereof. If a class is split and given to different teachers, each substituting teacher will be paid at the rate of .000886 of the BA base salary for each period.

- b. All teachers shall be canvassed and a voluntary pool developed in each school identifying those teachers willing to substitute during their preparation period.

- | **78.** The home school principal for a traveling teacher and the Director of Human Resources will be deemed responsible for resolving any scheduling problems that may exist for traveling teachers and every reasonable effort will be made to equalize planning time. Each time a teacher is required to travel between buildings during the school day, he/she shall be given twenty (20) minutes of travel time in addition to her/his lunch time and preparation time.
- | **89.** When state or District-mandated diagnostic tests need to be given to a student individually, the student's regular teacher shall administer the diagnostic test, and a substitute teacher shall be provided to teach the rest of the class while the diagnostic test is being administered.

B. Elementary School Teachers

- 1. The normal teaching load at the elementary level (Pre-K to 6) shall provide each teacher with at least three hundred fifty (350) minutes per week within the teacher day for preparation time.
- 2. Elementary teachers will be assigned a thirty (30) minute duty time each day. **No teacher shall be required to perform any preparation or planning as part of their duty.** The thirty (30) minute duty time shall be 8:30 – 9:00 a.m., 3:30 – 4:00 p.m., or the thirty (30) minutes before or after lunch ~~and may be duties such as:~~. **Effective with the 2013-2014 school year, and for up to three (3) days per week during the 2013-2014 school year and for up to two (2) days per week during the 2014-2015 school year, the teacher may be assigned to academically focused duties such as:**
 - a. OAA preparation
 - b. Tutoring
 - c. Intervention period
 - d. Reading period
 - e. Academic laboratory
 - f. ~~Arrival/dismissal inside supervision~~
 - g. ~~Period substitution (no additional compensation)~~
 - h. ~~Media Center assistance~~
 - i. OIP/RTI Intervention
 - j. ~~Cafeteria duty~~
 - k. ~~Traveling teacher travel time~~
 - l. ~~Detention supervision~~

- m. ~~Student attendance verification/monitoring~~
 - n. ~~Hallway supervision~~
 - o. ~~Internships/practicums~~
 - p. Caseload management (i.e., guidance counselors, psychologists, intervention specialists, speech and language pathologists)
 - q. ~~Computer labs~~
 - r. And other duties as agreed upon by the SEA President and the Superintendent/Designee
- 3. **Effective with the 2013-2014 school year, and for a minimum of two (2) days per week during the 2013-2014 school year and for a minimum of three (3) days per week during the 2014-2015 school year, the teacher's assigned duties will be professionally focused to comply with district and legal mandates to enhance individual student achievement and teacher professional growth such as:**
 - a. **SLOs**
 - b. **Common Assessments**
 - c. **Data Analysis**
 - d. **Collaborative Unit Planning**
 - e. **Common Core**
 - f. **Teacher Based Teams (TBT)**
- 34. Teachers may volunteer to perform recess supervisory duties at the elementary schools. Teachers who volunteer for such duty will be paid five and one-half percent (5-1/2%) of the BA base salary in effect at the start of the school year. In the event of an emergency, teachers may be assigned to recess supervision duty and shall be compensated for time spent at the above rate.
- 45. Elementary teachers shall not be required to remain in their classrooms when other teachers certificated/licensed to teach in special areas such as art, music, or physical education are in charge of such classes, unless through prior written notification, a teacher's presence is necessary for specific activity.
- 56. At the elementary level (grades Pre-1 through 6) the Board shall provide instruction through the use of a specialist for art for seventy (70) minutes, music for two (2) forty (40) minute periods, and physical education for two (2) forty (40) minute periods per week. At the Pre-K through K level, the Board shall provide at least twenty (20) minutes of art, music and physical education per week.
- 67. A maximum of eighteen (18) hours of planned media instruction per school year shall be flexibly and mutually scheduled by the media specialist and the elementary classroom teacher. This scheduling shall be initiated by the elementary classroom teacher. The teacher may participate in the media activity with the media specialist.

C. Middle School Teachers

1. Teachers at the middle school shall have six (6) assignments, one (1) preparation period each day, one (1) required team planning period, and one (1) thirty (30) minute student assistance period. One of the six (6) assignments shall be other than an assigned teaching class. "Student assistance" is defined as curricular and/or developmental activities to extend or enhance student learning as determined by the team.
2. Middle school teachers will be assigned five (5) instructional periods and one (1) duty period. **No teacher shall be required to perform any preparation or planning as part of their duty. The one (1) duty period may be duties such as: Effective with the 2013-2014 school year, and for up to three (3) days per week during the 2013-2014 school year and for up to two (2) days per week during the 2014-2015 school year, the teacher may be assigned to academically focused duties such as:**
 - a. **Corrective learning**
 - b. Academic labs
 - c. Reading period
 - d. **Student attendance verification/monitoring**
 - e. **Study hall**
 - f. Tutoring
 - g. **Media Center supervision**
 - h. **Period substitution (no additional compensation)**
 - i. **Traveling teacher travel time**
 - j. **Detention supervision**
 - k. **Cafeteria duty**
 - l. Team leader
 - m. **Internships/practicums**
 - n. **Hallway supervision**
 - o. OIP/RTI intervention
 - p. Caseload management (i.e., guidance counselors, psychologists, intervention specialists, speech and language pathologists)
 - q. Intervention labs
 - r. **Computer labs**
 - s. And other duties as agreed upon by the SEA President and the Superintendent/Designee
3. **Effective with the 2013-2014 school year, and for a minimum of two (2) days per week during the 2013-2014 school year and for a minimum of three (3) days per week during the 2014-2015 school year, the teacher's assigned duties will be professionally focused to comply with district and legal mandates to enhance individual student achievement and teacher professional growth such as:**
 - a. **SLOs**
 - b. **Common Assessments**
 - c. **Data Analysis**

- d. **Collaborative Unit Planning**
- e. **Common Core**
- f. **Teacher Based Teams (TBT)**

- 34.** All reasonable efforts will be made to achieve a schedule wherein no teacher has four or more distinctly different academic and/or science laboratory course preparations per day. Any teacher with four or more distinctly different academic or science laboratory course preparations shall have a teaching load of four (4) assignments.
- 45.** For the purposes of this Agreement, academic courses are defined as those taught in the following departments: English, Math, Science, Social Studies, and Foreign Language. Distinctly different academic courses are those whose content, course of study and/or subject objectives are substantially different. Examples include, but are not limited to: French I and French II, Algebra I and Physics are distinctly different.
- 56.** Middle school teachers assigned to bus duty shall not be assigned beyond the regular school day and, likewise, will not receive additional compensation for that duty.
- 6. At the middle school level, except for teaching assignments, preparation time, lunch, student assistance time, and collaborative team planning time, teachers may be assigned supervisory duties.

D. High School Teachers

- 1. The normal teaching load at the high school shall be up to six (6) assignments and one (1) full preparation period. One of the six (6) assignments shall be other than an assigned teaching class.
- 2. High school teachers will be assigned five (5) instructional periods and one (1) duty period. **No teacher shall be required to perform any preparation or planning as part of their duty. The one (1) duty period may be duties such as: Effective with the 2013-2014 school year, and for up to three (3) days per week during the 2013-2014 school year and for up to two (2) days per week during the 2014-2015 school year, the teacher may be assigned to academically focused duties such as:**
 - a. **Corrective learning**
 - b. Academic labs
 - c. OGT **preparation tutoring**
 - d. Reading period
 - e. **Student attendance verification/monitoring**
 - f. **Study hall**
 - g. Tutoring
 - h. **Media Center supervision**

- i. ~~Period substitution (no additional compensation)~~
- j. ~~Traveling teacher travel time~~
- k. ~~Detention supervision~~
- l. ~~Cafeteria duty~~
- m. Yearbook
- n. Student council
- o. Senior Class Advisor
- p. ~~Athletic office~~
- q. Department/division chairs
- r. ~~Internships/practicums~~
- s. ~~Hallway supervision~~
- t. OIP/RTI intervention
- u. Intervention lab
- v. ~~Computer lab~~
- w. Caseload management (i.e., guidance counselors, psychologists, intervention specialists, speech and language pathologists)
- x. And other duties as agreed upon by the SEA President and the Superintendent/Designee

3. Effective with the 2013-2014 school year, and for a minimum of two (2) days per week during the 2013-2014 school year and for a minimum of three (3) days per week during the 2014-2015 school year, the teacher's assigned duties will be professionally focused to comply with district and legal mandates to enhance individual student achievement and teacher professional growth such as:

- a. **SLOs**
- b. **Common Assessments**
- c. **Data Analysis**
- d. **Collaborative Unit Planning**
- e. **Common Core**
- f. **Teacher Based Teams (TBT)**

34. All reasonable efforts will be made to achieve a schedule wherein no teacher has four or more distinctly different academic and/or science laboratory course preparations per day. Any teacher with four or more distinctly different academic or science laboratory-course preparations shall have a teaching load of four (4) assignments.

45. For the purposes of this Agreement, academic courses are defined as those taught in the following departments: English, Math, Science, Social Studies, and Foreign Language. Distinctly different academic courses are those whose content, course of study and/or subject objectives are substantially different. Examples include, but are not limited to: French I and French II, Algebra I and Physics are distinctly different. Honors, basic, and advanced placement courses which are so designated in the student course schedule shall be deemed a distinctly different preparation from non-honors, non-basic, or non-advanced

placement courses in the same instructional area. Examples include but are not limited to: Chemistry and AP Chemistry are distinctly different.

56. High school teachers will be required to be in their classrooms not later than ten (10) minutes prior to the scheduled beginning of the school day unless there is an administratively-scheduled meeting or an IAT meeting, and may leave at the conclusion of their regular school day unless provided otherwise herein. Teachers who do not have a first period class may be assigned a ten (10) minute supervisory duty.
- . At the high school level, except for teaching assignments, preparation time, and lunch, teachers may be assigned inside supervisory duties.

E. Duty Reassignment

When a teacher at any grade level has been assigned to the same duty for ~~three (3)~~ two (2) consecutive years, the teacher may request, in writing, reassignment to a different duty **at any time. Reassignment will be made based upon mutual agreement between the SEA President and the Building Principal. Once the request has been submitted the teacher shall be assigned to a different duty, however, the building principal at that grade level shall have the final authority in assigning the new duty.**

F. Special Education Teachers

1. Special education teachers involved in the writing of IEPs shall be excused from parent conferences [e.g., fifteen (15) hours per school year] as compensatory time for preparation of IEPs.
2. Special education teachers involved in IEP meetings that extend beyond the regularly scheduled day and extend beyond the thirty (30) hours of administratively-scheduled meetings allowed under Subsection A.2 above will be paid fifteen dollars (\$15) for each additional hour worked outside of the workday beyond thirty (30) hours. The additional compensation is contingent upon the special education teacher maintaining an accurate log of all meetings that the teacher was required to attend outside of the teacher's workday. The additional compensation will be paid in accordance with the normal payroll periods upon submission of the proper paperwork.

G. Flexible Scheduling

1. At all grade levels, building principals shall have the right to ask individual teachers to volunteer for a flexible duty schedule that would allow a teacher's supervisory duty, or a teacher's instructional duty, to be scheduled before or after the regular work day.
2. Teachers who volunteer for a flexible duty schedule shall have the starting time and ending time of their work day adjusted to accommodate this scheduling

change. In no instance shall a teacher be required to work more than the regularly defined workday.

3. The building principal shall notify the SEA President, in writing, prior to the implementation of any mutually agreed upon modification to a teacher's duty schedule.

H F. Building Assistant Teachers

The employee who worked as a Building Assistant Teacher during the 2012-2013 school year shall be transferred to the position of Corrective Learning Teacher for eight (8) periods per day at the High School and shall receive the same salary and benefits earned as an Assistant Teacher.

1. ~~The primary responsibility for Building Assistant Teachers is to prepare instructional materials for teachers. Other responsibilities can be found in the Building Assistant Teacher job description, and one of these other responsibilities is to substitute teach.~~
2. ~~The Building Assistant Teachers shall work the following schedules:~~
 - a. ~~Each Building Assistant Teacher shall be employed for the entire school year, and for the entire day.~~
 - b. ~~Tuesday, Wednesday, and Thursday at their assigned building(s). Duties will be consistent with the Building Assistant Teacher job description.~~
 - c. ~~On Fridays, the Building Assistant Teachers will be the first persons utilized as substitutes in the elementary buildings. If no substitutes are needed, then the Building Assistant Teachers will report to their home school.~~
 - d. ~~On Mondays, the Building Assistant Teachers will be available for substitute assignments only as a last resort and if no other substitutes are available. If substitutes are not needed, then the Building Assistant Teachers will report to their home school.~~
 - e. ~~The staffing for the Building Assistant Teachers shall be: one full time position at Chapman, Drake, Muraski, and Kinser; one half time position for Surrarer, Whitney, and Zellers.
 - (1) ~~The parties agree to review the Building Assistant Teachers' workload and schedules at least once yearly.~~
 - (2) ~~This information will be used to consider any modifications to the schedules, days, hours, building, and/or assignments for the next school year.~~~~

- ~~3. Each Building Assistant Teacher shall be paid at the rate of 60% of the Teacher Bachelor column, step zero. Building Assistant Teachers will not move on the salary schedule steps and/or columns. Wage increases will be consistent with any increase on the Bachelor base salary.~~
- ~~4. Each Building Assistant Teacher will have a duty free thirty minute lunch and will not be assigned preparation periods or teacher duty assignments. This language supersedes any other language in the Agreement that refers to length of lunch or preparation time.~~
- ~~5. With the exception of salary (including no movement on the steps/columns), lunch time, and preparation time, every other section of the Agreement applies to each Building Assistant Teacher.~~
- ~~6. All Building Assistant Teacher positions shall be filled within twenty (20) working days of Association ratification and Board approval of the Agreement. Each substitute Building Assistant Teacher shall remain in his/her position until either he/she is offered a regular building Assistant Position or until his/her position is filled by someone else. Any teacher in a Building Assistant Teacher position in the 2006-07 school year who remains in the position of Building Assistant Teacher after the interview process, who was not paid at the rate of 60% of the Teacher Bachelor's column (step 0) while being in the position of casual substitute shall be compensated the difference between the 60% of the Teacher Bachelor's column (step 0) and the casual substitute rate for each day he/she was not appropriately paid.~~
- ~~7. A Building Assistant Teacher is eligible for a continuing contract. However, if a continuing contract is granted, the continuing contract is only for a building Assistant Teacher position.~~
- ~~8. Building Assistant Teachers shall have a seniority list that is separate from the teacher seniority list and shall have a separate layoff and recall list.~~
- ~~9. A Building Assistant Teacher shall have no entitlement to a regular teaching position. This, however, does not mean that a Building Assistant Teacher could not be hired into a teacher position.~~
- ~~10. Due to the severe financial restraints facing the District during the 2010-2011 and 2011-2012 school year, Article 12(F) Building Assistant Teachers shall be temporarily suspended during the 2011-2012 school year. Those Building Assistant Teachers who are reduced under this temporary suspension shall be entitled to full recall rights to any Building Assistant Teacher vacancy that is created following the conclusion of the 2011-2012 school year.~~

Note: any and all reference or mention of Building Assistant Teachers shall be deleted from other provisions of this agreement.

ARTICLE 13-15 – TEACHER ASSIGNMENT AND TRANSFER

(does not apply to long-term substitutes)

A. General

1. A transfer is defined as a change in the teacher's building, grade level and/or subject area taught.
2. The original assignment of teachers and their transfer to positions, schools and departments in the District shall be made by the Superintendent/designee.
3. The factors which the Superintendent/designee shall consider in making original assignments or transfers of teachers shall include (listed in random order):
 - a. Teachers' letters of intent
 - b. Contributions which teachers could make toward the fulfillment of the goals and objectives of the District
 - c. Satisfying personnel needs, meeting the needs of the pupils
 - d. Seniority in the District
 - e. The desire of the teacher involved
 - f. The teacher's competency and certification/licensure
 - g. Instructional requirements
 - h. Teacher availability
 - i. Recommendations of principals and supervisors
4. Before making any involuntary transfers the Superintendent/designee shall discuss the potential transfer with all teachers within the building who might be affected by the transfer. The prime factor, however, that will be considered in making original assignments or transfers, shall be the best interest of the students.

B. Vacancies

1. A "vacancy" shall be defined as any position remaining after any administratively-initiated transfer (including an additional class assignment) in the bargaining unit resulting from:
 - a. A teacher leaving employment as a result of termination, resignation, contract non-renewal, contract suspension, or death
 - b. A teacher being transferred/reassigned to another bargaining unit position
 - c. A teacher assuming a non-bargaining unit position
 - d. The creation of a new bargaining unit position
 - e. Additional class assignments shall only be posted within the building in which the assignment occurs and only those teachers within the building

(including traveling teachers assigned to the building) where the additional assignment occurs will be eligible to bid on the assignment. .

2. Any vacancy occurring after the start of the second semester of a school year does not have to be filled until the next school year.
3. All teachers shall have the right to request a transfer to vacant teaching or administrative positions in the District. Such requests shall be made by the teacher returning the Letter of Intent (sent out in February) to his/her principal by March 15th.
4. A list of vacancies will be posted in each building, listed on the web site and on the job hotline by April 1st with new vacancies added to the list(s) as they occur.
5. During summer vacations, written notice of teaching/administrative vacancies shall be posted in the Human Resources office and on the website and hotline. Teachers who wish to be notified of vacancies during summer months in a particular area or areas of certification/licensure must submit a letter of request to the Director of Human Services and will receive notification of vacancies.
6. Each vacancy shall be posted within five (5) calendar days after the Superintendent decides there is a vacancy, and then shall be posted for five (5) calendar days with the closing date of the posting stated on the posting.
7. Where vacancies arise, teachers who have indicated an interest in a vacancy in that area in their letter of intent will be promptly contacted, by telephone or in writing, to inquire of their interest in the position.
8. Teachers who wish to apply for a vacancy must submit to the Director of Human Resources a letter of interest.
9. The administration will review all letters of interest and letters of intent for specific positions to determine which meet the qualifications and criteria outlined in Section A.3 of this Article.
10. All internal candidates thus determined to be qualified by the administration will be given an opportunity to interview for the positions. All interviews shall be held within ten (10) calendar days of the close of the posting and there shall be a consistent District interview process. Internal candidates who are certificated/licensed for the position, shall be considered before hiring new teachers from outside the District. The final selection is reserved to the judgment of the Superintendent/designee.
11. Each teacher will be notified promptly following such interviews regarding whether or not he/she received the position.

C. Administratively-Initiated Transfers

1. Where possible, teachers will be asked to volunteer to transfer before teachers are transferred involuntarily. Wherever possible and for non-enrollment reasons, administratively-initiated transfers to be effective the following year shall be made by April 1st. A teacher receiving an administratively-initiated transfer shall be verbally notified by the principal at the end of the student day and shall also be informed by the principal, in writing, as to the specific reasons for the transfer. A teacher notified of an administratively-initiated transfer may request a conference with the Superintendent/designee within five (5) working days of written notification. This meeting shall take place within five (5) working days of the request for the conference. During such conference, the reasons for such transfer will be discussed and the teacher will have an opportunity to express any concerns regarding such transfer.
2. If a teacher receives notice of an administratively-initiated transfer after July 10th but before the beginning of the school year, he/she may elect to resign without the Board seeking suspension of his/her certificate/license pursuant to ORC 3319.15.
3. Each teacher receiving an administratively-initiated transfer shall receive a one-time allowance of \$150 to be used for individual educational materials and supplies that do not duplicate District materials already in the building. In addition the teacher may meet with the principal to discuss additional educational needs associated with the transfer.
4. Each teacher who is subjected to an administratively-initiated transfer shall receive credit for one day (6 hours) of professional development activities as spoken to in Article 11, Subsection A.7 (2006-07 school year) or as spoken to in Article 11, Subsection A.6 (in effect with the 2007-08 school year).

ARTICLE 14-16 – LEAVES

A. Sick Leave

1. Sick leave shall accumulate for teachers at the rate of one and one-quarter (1-1/4) days per month (15 total days per year) and on the basis of the percentage of the school day worked by any part-time teacher. All teachers will be advanced up to and including fifteen (15) days' sick leave each year if the teacher's sick leave is exhausted and the teacher requested an advance of sick leave days. If for any reason employment is terminated prior to the completion of a full contract year and the teacher has used more than the amount of sick leave he/she has earned, any excess shall be deducted from his/her final pay. If the sum is in excess of the final pay, reimbursement will be made by the teacher to the Board Treasurer. Each teacher's maximum accumulation of unused sick leave shall be unlimited.
2. Teachers may use sick leave due to personal illness, pregnancy disability, adoption (six weeks maximum) injury, exposure to a contagious disease which would be communicated to others, and for absence due to illness or injury in the teacher's immediate family which shall be defined for the purpose of this Article

as spouse, son (in-law), daughter (in-law), sister (in-law), brother (in-law), father (in-law) or mother (in-law), grandparent (in-law), grandchild, and any person who reared the teacher in lieu of his or her natural parent or parents, or other persons living in the teacher's household who are related to the teacher by blood or through marriage. When illness in the immediate family requires the use of sick leave exceeding four (4) consecutive days, the teacher shall provide to the Superintendent/designee written verification from a physician.

3. Absence due to death in the teacher's immediate family as defined above and including aunt (in-law), uncle (in-law), niece (in-law), and nephew (in-law), shall be limited to five (5) days, providing, however, that the Superintendent/designee may grant additional leave for good cause shown.
4. Application for sick leave to be used for anticipated medical treatment or anticipated medical disabilities shall be applied for as far in advance as is possible and shall state the anticipated beginning date of the leave, and the estimated duration of the leave so that appropriate plans can be made for obtaining a competent substitute. All teachers must endeavor to schedule routine or regularly scheduled medical, dental or optical examinations or treatments for themselves or their immediate family outside the regular school day whenever possible.
5. A teacher returning to work shall furnish a written, signed statement on forms prescribed by the Board to verify the use of sick leave. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when consulted. If hospitalized for a period in excess of two (2) days, the teacher shall provide the Superintendent/designee, when requested, the physician's statement indicating that the teacher's medical condition is such that the teacher can resume all assigned duties. Nothing in this section shall be construed to waive the physician-patient privilege provided by ORC 2317.02 or the terms of ORC 3319.141 or ORC 3319.081 and ORC 3319.16 relating to falsification of statements. Teachers shall be notified monthly by paycheck notation of their accumulation to date and at any other time upon written request.
6. A teacher returning from sick leave shall be returned to his/her position. In the event a teacher is returning from extended sick leave [e.g., in excess of thirty (30) continuous work days], and (1) a qualified, certificated/licensed substitute is not available to fill that teacher's position, and (2) other teachers' assignments are readjusted to accommodate the leave, the teacher will be returned to either his/her original position or to the position ultimately filled by the substitute teacher.

B. Sick Leave Bank (does not apply to long-term substitutes)

1. A Sick Leave Bank shall be established from voluntary donations of sick leave days from teachers. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and immediately deducted from the donating teacher. Donating teachers will use the Donation Form (Appendix N). Once a teacher donates sick leave to the Sick Leave Bank, it is irrevocable.

2. A teacher may use the Sick Leave Bank if he/she has met all of the following criteria:
 - a. All of his/her sick leave accumulation and any days of sick leave advancement (e.g., there are fifteen (15) days of advanced sick leave at the beginning of the year, and these fifteen (15) days of advanced sick leave are reduced at the rate of 1.25 days per month) must first be exhausted. If the teacher does not return from sick leave, any advancement of sick leave will be “replaced” by donations from the Sick Leave Bank.
 - b. His/her absence is due to a personal catastrophic illness or catastrophic illness of the teacher’s child, spouse or parent; accident of the teacher or the teacher’s spouse, parent, or child resulting in serious long-term injuries; or a serious long-term illness of the teacher/child/spouse/parent which prevents the teacher from performing his/her normal job duties. Sick leave bank usage is limited to forty-five (45) days per school year if use of the sick leave bank is due to catastrophic illness, serious long-term illness, or accident resulting in serious long-term injuries of the teacher’s spouse, parent or child.
 - c. The teacher has attached a written medical verification by a licensed medical doctor to the Application to Use Sick Leave Bank Form (Appendix O) explaining the reasons for sick leave in paragraph b above.
 - d. The teacher has completed the Application to Use Sick Leave Bank Form (Appendix O).
 - e. The teacher has applied for disability retirement, when appropriate.
3. The Association President and the Human Resources Director will be responsible for requesting donations and considering each Application to Use the Sick Leave Bank. In the event of disagreement, the Superintendent will make the final decision as to the eligibility of the applicant.

C. Family and Medical Leave Act Leave

1. An eligible teacher may take up to twelve (12) work weeks of unpaid leave (“FMLA Leave”) in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:
 - a. The birth of a teacher’s child and to care for the child up to age one (1);
 - b. The placement of a child with a teacher for adoption or foster care, up to a twelve (12) month period after the placement;
 - c. To care for the spouse, child, or parent of a teacher when that family member has a serious health condition;

- d. The teacher's inability to perform the functions of the position because of the teacher's own serious health condition.
2. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity: (1) is more than three consecutive calendar days and involves treatment by a health care provider, (2) is due to incapacity due to pregnancy or prenatal care, (3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition, (4) is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or (5) any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless complications develop.
3. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is required for the birth or placement of a child or to care for an ill parent (but not parent-in-law).
4. To be eligible for FMLA Leave, the teacher must:
 - a. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
 - b. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave.
 - c. Provide the Board with thirty (30) calendar days advance notice when the need is foreseeable and such notice is practicable. The form found in either Appendix I or Appendix J shall be used.
 - d. If the teacher's need for leave is not foreseeable, notice must be given as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that a teacher will give notice to the Superintendent/designee within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The teacher should provide notice to the Superintendent/designee either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the teacher's representative (e.g., spouse, family member, or other responsible party) if the teacher is unable to do so personally.
5. Sick leave taken in accordance with Article 14.A of this Agreement shall be counted as FMLA Leave if (1) the reasons for taking it qualify as FMLA reasons, and (2) if the teacher had been notified by the Director of Human Resources while on paid sick leave that the sick leave would also be counted as FMLA Leave.

6. The Board shall maintain coverage under the group health plans for the duration of the unpaid FMLA Leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. The group health plans include hospitalization, major medical, dental, vision, and prescription drug. The teacher may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the teacher's own expense. Payment of the teacher's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) calendar days will result in termination of coverage during the unpaid FMLA Leave.
7. For unpaid FMLA Leave the Board retains the right, at its own expense, to require the teacher to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the teacher to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA Leave. The teacher and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the teacher does not attempt in good faith to reach agreement, the teacher will be bound by the second certification.
8. Intermittent Leave and Reduced-Work Schedule (use form in Appendix K)
 - a. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of months, such as for chemotherapy.
 - b. When medically necessary, a teacher may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious health condition. The teacher shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
 - c. Where FMLA Leave is taken because of birth or placement for adoption or foster care, a teacher may take leave intermittently or on a reduced-work schedule only if the Board agrees.
 - d. Where a teacher who is principally employed in an instructional capacity requests intermittent FMLA Leave or FMLA Leave on a reduced-work schedule, and where the teacher would be on FMLA Leave for more than twenty percent (20%) of the total number of working days over the period during which the FMLA Leave would extend, such teacher must elect either:

- (1) To take FMLA Leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or
- (2) To transfer temporarily to an available alternative position (if any) offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

9. Return to Work

- a. At the end of unpaid FMLA Leave, the Board shall restore the teacher to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.
- b. When a teacher is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider (Appendix L) that the teacher is able to resume the job functions for his/her position.
- c. Should a teacher not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the teacher's control, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. A teacher shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the teacher's health care provider shall be provided in a timely manner, and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

10. Leave Near End of Semester

- a. If a teacher begins any unpaid FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher continue taking leave until the end of the semester if (1) the leave is of at least three (3) weeks duration, and (2) the return to employment would occur during the three (3) weeks period before the end of the semester.
- b. If a teacher begins unpaid FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse/parent/child during the period that commences five (5) weeks prior to the end of the semester,

the Board may require the teacher to continue taking leave until the end of the semester if (1) the unpaid FMLA Leave is of greater than two (2) weeks duration, and (2) the return to employment would occur during the two-week period before the end of the semester.

- c. If a teacher begins unpaid FMLA Leave because of the birth or placement of a child or in order to care for a spouse/parent/child with a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA Leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.
 - d. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA Leave ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends. The teacher also accrues seniority while on this involuntary leave.
11. When a teacher is on unpaid FMLA Leave adjacent to the end of the school year, or on a leave mandated by the Board under 10 (above), his/her health insurance premiums and life insurance premium shall be paid by the Board during the summer vacation.
 12. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993. If there are any inconsistencies between this Article of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

D. Personal Leave

1. All teachers shall be granted up to three (3) days of non-cumulative paid leave each school year.
2. Personal leave shall not be used to extend holidays or recesses. However, personal leave before or after a holiday may be granted by the Superintendent/designee.
3. All requests for personal leave shall be submitted at least seventy-two (72) hours in advance of the day for which leave is requested, except in emergencies. In emergencies, the teacher shall call Substitute Services as soon as possible to advise of the intended absence. In these circumstances, the teacher shall complete a leave form upon return. The use of emergency personal leave is subject to the three (3) day limit as set forth in paragraph 1 above.
4. Personal leave requests must be made on the appropriate form (Appendix A).

5. Personal leave shall not be used in lieu of or be deducted from a teacher's accumulated sick leave.
6. Personal leave utilized in violation of these provisions shall be subject to disciplinary action.
7. Any unused personal leave days shall be transferred to the teacher's accumulated sick leave days at the end of each school year.
8. A maximum of two (2) days per affected teacher may be granted during any one (1) school year for religious holidays/holy days that are not recognized in the school calendar, and that prohibit the teacher from working on those days. When a teacher wants to use a day for a religious holiday/holy day that is not recognized in the school calendar, he/she shall request absence on that day by completing the Appendix A form found in the Agreement between the Strongsville City School District and the Strongsville Education Association. The affected teacher shall check the personal leave box on Appendix A, but shall also clearly indicate on Appendix A that this personal leave request is to participate in a religious holiday/holy day that is not recognized in the school calendar. As a result of using this application format, the teacher shall not have the day charged against his/her personal leave allotment for the school year, and this day shall also not count against personal leave for the purpose of the Merit Incentive for Attendance Award found in Article 37 of the Agreement.

E. Parental Leave

1. Parental leave without pay shall be granted to teachers who are the parents of a newborn, legal ward (guardianship), or adopted child. A parental leave shall begin at any time after (a) commencement of the pregnancy, (b) in the event of adoption, the receipt of custody, (c) upon completion of the period of maternal disability following pregnancy, or (d) any time before the child reaches age eighteen (18). Only one leave per child shall be granted, and the leave shall be taken only in one block. The date established for the beginning of such leave shall be determined by the teacher. Parental leave taken within twelve (12) months of the child's birth or adoption will count toward available Family and Medical Leave under 14.C above.
2. During the school year in which the parental leave commences, the teacher may take the leave for the balance of the school year or, where applicable, opt to return at the beginning of a grading period during that school year. At the teacher's option, parental leave may be extended for up to two additional school years. The extension of the second or third year cannot be a portion of a school year except when agreed to by the Superintendent/designee for extraordinary circumstances.
3. Application (Appendix M) for the initial parental leave shall be submitted as soon as practicable but at least thirty (30) calendar days in advance of the approximate starting date which shall be stated on the application. The application for parental leave may be cancelled by the applicant, with approval of the

Superintendent/designee, prior to its effective date. The application to extend the parental leave for up to two (2) additional years must be submitted to the Human Resources Office on or before March 15th unless the initial parental leave arises after March 15th but prior to the end of the school year; in such case, the application must be submitted on or before August 1st.

4. Teachers on parental leave who have exhausted their Family and Medical Leave may continue their hospitalization and other group insurance benefits for the duration of said leave providing they reimburse the Board through the Human Resources Specialist for premium costs.
5. Upon return from approved parental leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement preferably to the same position which he/she held prior to the leave, or if that position is no longer available or in existence, to as substantially an equivalent position as possible for which the teacher holds valid certification/licensure.
6. To be eligible for an additional parental leave (for a different child), the teacher must return to work for one (1) full school year between the parental leaves.
7. For purposes of clarification, sick leave for pregnancy disability is not the same as parental leave. The use of accrued/advanced sick leave for pregnancy disability after the normal delivery of a child is generally thirty (30) work days in the same school year.
8. While on a parental leave of absence, the teacher remains subject to contractual provisions regarding reduction in force.
9. A teacher who adopts a child may take up to six (6) weeks (or the amount of accumulated sick leave, whichever is less) of paid sick leave beginning with the date the teacher receives custody of the child.

F. Unpaid Medical Leave of Absence

1. When a teacher has exhausted accumulated sick leave and is still unable to return to work due to personal illness or disability, the Board will, as directed by ORC 3319.13 and upon proper application of the teacher, place the teacher on Unpaid Medical Leave of Absence. Such a leave will begin on the calendar day that the teacher has exhausted accrued sick leave and will be for not less than the balance of the current school year or current school semester whichever is shorter and for a maximum period of not more than two (2) consecutive school years in addition to the remainder of the semester during which it commences. While on Unpaid Medical Leave of Absence, the teacher ceases to accumulate sick leave. The Board will, however, pay its full share of all health insurances and group term life premiums falling due and payable prior to the end of the month during which the medical leave begins.

2. A teacher may request and shall be granted emergency short-term medical leave for a total period not exceeding thirty (30) calendar days and during that short-term leave, all health and life insurance benefits will be maintained by the Board. After returning from short-term medical leave of absence, the teacher shall be returned to his/her teaching position. The granting of any such short-term emergency medical leave shall be contingent upon the teacher providing a physician's certificate indicating both the necessity for such leave and the reasonableness of anticipated return within thirty (30) calendar days. Should the teacher in question be unable to return to full-time or part-time responsibilities upon completion of said thirty (30) calendar day period, the teacher must request regular Unpaid Medical Leave of Absence in accordance with the terms of this Article.
3. A teacher on Unpaid Medical Leave of Absence will be carried on payroll records as required by ORC 3313.202. A teacher shall be paid in full the balance due him or her in his or her last check with appropriate deductions made for federal withholding tax, city income tax, retirement contributions, insurance, dues, etc.
4. While a teacher is on Unpaid Medical Leave of Absence, such teacher will be given the opportunity of participating in all health insurances and group term life insurance programs by sending a check or checks to the Director of Human Resources/designee for both the Board's portion and the teacher's and family portion (when applicable) to cover the full cost of said insurance program(s). The Central Office will process all leave requests for insurance coverage. Checks must be in the Director of Human Resources' Office not later than the 20th calendar day of the month in order to continue the insurance in force. The checks for insurance benefits are to be made out to the company involved; the Director of Human Resources' Office will forward these checks to the specified company.
5. A teacher on Unpaid Medical Leave of Absence who intends and desires to return to work at the beginning of the next school year shall submit a request for reinstatement by April 1st even if it is possible that said return may not become medically feasible. The request must be accompanied by a physician's statement indicating the teacher's medical condition is or may be reasonably anticipated to be such that the teacher is capable of returning to work. At the teacher's option, said statement may be provided at the actual return date in which case it shall provide assurance of medical fitness to carry out assigned duties and responsibilities. It shall be the duty of the teacher to notify the Superintendent/designee in writing of such intentions to return to duty. Failure to actually return to work due to continuing medical disability shall not be cause to seek cancellation of certification or unused leave. Upon return to service, the teacher shall resume the contract status held prior to the medical leave of absence. The teacher will be assigned to his/her prior position if it is available, or to a substantially equivalent position to the one he/she held prior to the leave unless no such position is available in which case he/she will be assigned to a position within his or her area(s) of certification/licensure.

6. A teacher who desires to return to work prior to the beginning of the next school year before the return date indicated on his/her request may inform the Superintendent/designee in writing of such interest. This expression of interest must be accompanied by the physician's statement indicating the teacher's medical condition is such that all assigned duties can be resumed. The Superintendent/designee will consider the placement of a teacher for any position which becomes vacant and for which the teacher has the proper and necessary certification/licensure. The teacher has, however, no assurance of any position prior to the regularly established reinstatement time as defined herein.
7. A teacher who returns during the school year shall be returned to the teaching position ultimately filled by the substitute teacher if the requested return is during the same school year the Unpaid Medical Leave of Absence began.
8. A teacher who returns during the school year at the time of his/her requested return, but said return is not during the same school year that the Unpaid Medical Leave of Absence began, the teacher shall be returned to a teaching position for which he/she is certificated/licensed .
9. While on Unpaid Medical Leave of Absence, the teacher remains subject to Agreement provisions regarding reduction in force.
10. Where applicable, an Unpaid Medical Leave of Absence will run concurrently with available FMLA Leave per Article 14.C.

G. Assault Leave

1. A teacher who is absent due to physical disability resulting from an unprovoked physical attack upon said teacher which assault occurs on Board premises or while in attendance at an official school function and in the course of said teacher's employment, shall be granted up to forty (40) working days assault leave, providing all provisions of this Article have been met. During such assault leave, said teacher shall be maintained on full-pay status.
2. Assault leave may not be granted under this policy unless the teacher in question (1) has a signed, written statement justifying the granting and use of assault leave; said statement shall be upon Board-provided forms; (2) provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment; and, (3) agrees to file criminal charges against the person(s) involved. Charges do not have to be filed in any situation where the Superintendent and teacher agree not to file charges.
3. Falsification of either the aforesaid signed statement or the physician's statement shall be grounds for suspension or termination of employment under ORC 3319.16.

H. Military Leave

1. Military leave shall be of two (2) types:
 - a. Leave for military reserve training;
 - b. Leave for active duty service.
2. A teacher called for military reserve training shall receive his/her full pay and benefits for up to thirty-one (31) calendar days per year.
3. A teacher called to active duty status during the regular teacher work year shall receive her/his full pay for the first month of such absence. Thereafter, such leave shall be unpaid. However, the Board will continue to provide health and life insurance coverages to the teacher and, if appropriate, his/her dependents for the duration of the leave to a maximum of six (6) months in accordance with the Board's contributions as set by Article 34 of this Agreement.
4. Upon return from military leave, the teacher shall resume the contract status held immediately prior to the granting of any such leave and will be assigned to his/her prior position if it is available, or to a substantially equivalent position to the one he/she held prior to the leave unless no such position is available, in which case he/she will be assigned to a position within his/her area(s) of certification/licensure.
5. Military leave shall be considered as a continuous teaching service for the purpose of calculating sick leave accumulation, seniority, and salary placement.

I. Professional Leave

1. Teachers may be granted professional leave for such purposes and upon such terms as may be approved by the Superintendent/designee.
2. Applications for professional leave shall be in writing, addressed to the Superintendent/designee, and shall contain a full description of the purpose for which the leave is requested, inclusive dates of the leave, and costs (actual if known, or estimated) for which reimbursement is sought.
3. Reimbursement for costs associated with approved professional leave shall be made only upon presentation to the Board Treasurer of receipts for such expenditures.

J. Short-Term Unpaid Leave

1. An unpaid leave of absence of not to exceed five (5) days per year shall be granted to a teacher upon satisfaction of the conditions set forth below. A teacher is eligible to apply for such leaves only one time every two (2) school years.
2. To be eligible for such unpaid leave, the teacher must submit a written request to the Superintendent explaining the reason(s) for the unpaid leave at least twenty (20) working days in advance of the intended leave. Such leaves will be approved

on a first-come, first-serve basis, and will be granted to not more than five percent (5%) of the staff in any building at any one time. Such leaves will not be granted during the first or last week of the school year, during the last two weeks of November, the last two weeks of December, the first two weeks of January, or the week before or week following school spring vacation unless approved by the Superintendent.

K. Sabbatical Leave

1. Any teacher who has completed five (5) years of service in this District may, with the approval of the Superintendent/designee be entitled to a leave of absence without pay for one (1) or two (2) semesters.
2. The teacher shall present to the Superintendent/designee for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion, provide evidence that the plan was followed. Any such teacher may be required to return to the District at the end of the leave for a period of at least one (1) year, unless the teacher in question has completed twenty-five (25) years of teaching in the State of Ohio.
3. The Superintendent/designee may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the teachers at any one time, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more often than once for each five (5) years service, nor grant a leave a second time to the same teacher when other teachers have filed a request for such leave.
4. When a teacher returns from a sabbatical leave, he/she shall resume the contract status held immediately prior to the granting of any such leave.
5. All requests for sabbatical leave shall be filed not later than January 31st to be effective for the following school year. The Superintendent/designee will advise all applicants on or before April 1st as to his/her decision on the application in question.
6. Applications will be judged purely upon merit and their relevance to the needs of the District. Seniority, order of application and/or position in the District shall be secondary to the intrinsic merits of the application.

L. Calamity Days

When school is cancelled due to a calamity day, no paid leave shall be charged against any teacher for that calamity day.

M. Jury Duty

1. Any teacher called for jury duty shall notify his/her principal or supervisor at the earliest possible time. Such notification should indicate the court assignment and probable duration of the jury duty.
2. The teacher shall not lose any salary due to jury duty. The teacher can keep any jury duty remuneration in order to defray the expenses of meals, mileage, parking, etc.

N. Leave Pursuant to Summons or Subpoena (Court Leave)

If a teacher is subpoenaed for a criminal, civil, or administrative proceeding related to a personal matter (e.g., the teacher or a family member), the teacher may request, and shall be granted, either personal leave or Short-Term Unpaid Leave. For all other legal proceedings for which a teacher is subpoenaed to appear (e.g., custody issue of a student), the teacher, upon request, will be granted Court Leave.

**ARTICLE 15-17 – LABOR MANAGEMENT COMMITTEE
FACULTY REPRESENTATIVE ADVISORY COMMITTEE**

- A. The Labor Management Committee shall operate under guidelines adopted by the Committee.
- B. A Faculty Representative Advisory Committee will meet monthly per mutual agreement of the parties.
- C. **The Labor Management Committee shall meet monthly during the school year and may not be dissolved without the mutual agreement of the Superintendent/designee and the Association President.**

ARTICLE 16-18 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. There will be a Local Professional Development Committee (LPDC) which shall set policy and review individual teacher and administrator professional development goals and activities for certification and license renewal for certificated/licensed teachers . The LPDC shall be the official licensing body for the District as provided in the ORC and OAC.
 1. Membership on the LPDC shall consist of seven (7) persons. The Association shall appoint four (4) members and the administration shall appoint two (2) members of the Committee. The Director of Human Resources shall be a standing member of the LPDC.
 2. Each LPDC member shall serve a three (3) year term of office. Terms of office shall begin on July 1st and end on June 30th.

3. The composite group of teacher and administrator members shall represent the different levels in the District.
 4. Any vacancies, which occur during an LPDC term of a teacher member, shall be filled by appointment of the Association President for the balance of the term.
 5. Any vacancies, which occur during an LPDC term of an administrator member, shall be filled by appointment of the Superintendent for the balance of the term.
 - | 6. All decisions by the LPDC will be a majority vote.
 7. Each member of the LPDC will receive a yearly stipend of \$1500 paid in June of each year they serve. Any partial years of service shall be compensated on a pro-rata basis.
 8. All meetings of the LPDC shall occur outside the school day at a time mutually agreed to by the committee members.
 9. The LPDC is not responsible for the implementation of an individual's plan, only the approval of said plan.
 10. If a teacher maintains that a decision made by the LPDC is unsatisfactory, then that teacher has the right to seek reconsideration. If the second decision of the LPDC is still unsatisfactory to the teacher, the teacher has the right to submit a written appeal (using the form developed by the LPDC) to the LPDC. This appeal must be received within fifteen (15) working days of the Committee's decision. Within ten (10) working days of receiving the appeal (or longer if mutually agreeable) an Appeals Committee will be appointed and will meet to act on the appeal. The decision of the Appeals Committee will be final. The Appeals Committee will be comprised of three (3) members: one teacher appointed by the Association President; one administrator appointed by the Superintendent/designee; and one person mutually agreed upon by the Association President and the Superintendent/designee. The Appeals Committee will meet at a time mutually agreed upon by members of the Appeals Committee.
- B. No decision of the LPDC or the LPDC appeals process (any and all steps) is grievable.
- C. Any teacher with a permanent certificate will not be required to complete an Individual Professional Development Plan (IPDP) at the direction of the LPDC.

| **ARTICLE 17-19 – PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. A Professional Development Committee shall be established and shall be comprised of six (6) teachers appointed by the Association President and six (6) administrators appointed by the Superintendent/designee. Every attempt will be made to have representation from each school building on this committee and at least one (1) LPDC member on this committee.

- B. This committee shall plan the professional development opportunities for the District, including those on topics that the District believes are essential. This committee shall also annually publish a booklet of suggested professional development activities.

ARTICLE 18-20 – MENTORING RESIDENT EDUCATOR PROGRAM

A. Overview

~~A mentoring~~ The Resident Educator program is designed to help entry year teachers (e.g., those who are working toward ~~ensure a Professional Educator license~~). A mentor will consult and assist ~~entry year teachers~~ **Resident Educators** but shall not evaluate them. A teacher who applies and is selected to be a mentor shall be compensated and shall receive release time as stated below. In order to be selected as a mentor, the teacher must have completed Mentor Training and have at least five (5) years teaching experience, three (3) of which are in the District.

B. Mentors

1. Training

Teachers selected to be mentors for the first time shall be provided training in mentoring and the components of Mentor Training. Mentors shall be provided release time for training in accordance with the District procedures and may also be required to attend training sessions/meetings outside of the regular school day to a maximum of eight (8) hours per school year.

2. Compensation and Release Time

a. For each ~~mentee~~ **Resident Educator**, a mentor will receive the following compensation and release time:

- (1) The mentor shall receive a stipend of .05 of the BA base salary per school year and shall receive this compensation in equal installments with his/her regular paycheck.
- (2) The mentor shall be given release time, at his/her determination, up to a maximum of twenty-five (25) hours per school year. Additional hours may be granted by the Director of Human Resources.
- (3) When the mentor determines that release time is needed, he/she shall give at least three (3) days advance notice to the building principal so that substitute arrangements can be made. If immediate intervention is required, the mentor will give at least one (1) days' notice directly to Human Resources. A professional leave form must be submitted.

- | (4) The mentor shall also meet with the ~~mentee~~**Resident Educator** for two (2) hours before the school year begins. The mentor and mentee shall mutually determine this meeting date and time.
- | b. Ideally, each mentor shall not have more than one (1) ~~mentee~~**Resident Educator**; however, when this is not possible, a mentor may be given a second ~~mentee~~**Resident Educator**, but can never have more than two (2) ~~mentees~~**Resident Educators**.

| C. ~~Mentees~~ Resident Educator

- | 1. ~~Entry year teachers~~**Year 1 Resident Educators** will be given a minimum of thirty (30) hours release time per school year to consult with the mentors. Additional day(s) may be granted by the Director of Human Resources. These days may be used in quarter day increments, if coverage is available.
- | 2. The ~~entry year teacher~~**Resident Educators** will spend two (2) hours with his/her mentor before the school year begins. The mentor and the ~~mentee~~**Resident Educator** shall mutually determine this meeting date and time.
- | 3. **In years two (2) through four (4) Resident Educators shall be given a minimum of twenty (20) hours release time to consult with the mentors. Additional release time may be granted by mutual agreement between the Director of Human Resources and the SEA President.**

| D. ~~Lead Mentor/Entry Year Coordinator~~ Resident Educator Program Coordinator

- | 1. There shall be a ~~Lead Mentor/Entry Year Resident Educator Program~~ Coordinator who shall have release periods in order to fulfill the responsibilities of ~~Lead Mentor/Entry Year Mentoring Program~~ Coordinator.
- | 2. ~~Lead Mentor/Entry Year Resident Educator Program~~ Coordinator Release Time
- | a. One (1) to ten (10) ~~mentees~~**Resident Educators** – forty-five (45) minutes or one (1) period at the secondary level
- | b. Eleven (11)~~+mentees~~ to twenty (20) **Resident Educators** ninety (90) minutes or two (2) periods at the secondary level
- | c. **Additional release time shall be granted by mutual agreement of the SEA President and the Superintendent/designee.**
- | 3. ~~Lead Mentor/Entry Year Resident Educator Program~~ Coordinator would also be a mentor for one teacher without being paid a mentor stipend.

- ~~43.~~ **Lead Mentor/Entry Year The Resident Educator Program** Coordinator would serve as a liaison work with all new teachers certificated staff members and those on Improvement Plans.
- ~~54.~~ **Lead Mentor/Entry Year Resident Educator Program** Coordinator will provide a log of all ~~Lead Mentor/Entry Year Resident Educator Program~~-Coordinator activities.
- ~~65.~~ Plan and implement, with the Director of Human Resources, the New Teacher Orientation Program.
- ~~76.~~ **The Lead Mentor/Entry Year Resident Educator Program** Coordinator shall receive a stipend of Six Thousand Dollars (\$6,000).

E. **District Mentoring Resident Educator Committee**

1. This Committee is comprised of:
 - a. Three (3) Association members (Association President, ~~Lead Mentor/Entry Year Resident Educator Program~~ Coordinator, one member appointed by the Association President).
 - b. Three (3) who are appointed by the Superintendent/designee (Director of Human Resources, Elementary ~~Principal-administrator~~, Secondary ~~Principal-administrator~~).
2. All members may be available to meet at a mutually agreed upon date during the summer.
3. **Responsibilities of the District Mentoring Resident Educator Committee**
 - a. Design of the program.
 - b. Selection of mentors.
 - c. Assignment of mentors with input considered from the building interview committees.
 - d. Collaboration with college and universities.
 - e. Reviewing input from mentors and ~~mentees~~ **Resident Educators**.
 - f. Periodically reviewing the program's effectiveness. The written review, along with other committee recommendations, shall be sent to the Association President and the Director of Human Resources.
4. **Release Time/Compensation**
 - a. Adequate release time will be granted to the District Mentoring Committee members in order to fulfill their responsibilities.
 - b. If the Committee conducts meetings or activities outside of the school year and/or school day, each member shall be compensated at the rate of

.00125 of the BA base salary for each hour of District Mentoring Committee work, up to fifteen (15) hours per school year. In lieu of the **Mentor-Resident Educator** Committee Stipend, members may use hours toward their Professional Development commitment pursuant to Article 11(A)(7).

5. Decisions will be made on a consensus basis.

F. Protections

1. At any time, either the mentor or the ~~entry year teacher~~ **Resident Educator** may exercise the option to have a new mentor assigned. (Any compensation for the mentor will be prorated to reflect the change in assignment.) In that the mentor and ~~entry year teacher~~ **Resident Educator** must operate in a trusting and comfortable relationship, no specifics shall be given to the exercise of this option and no prejudice or evaluation is to be given such change. The District **Mentoring Resident Educator** Committee will make the reassignment.
2. All members of the District **Mentoring Resident Educator** Committee and ~~entry year teachers~~ **Resident Educators** shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.
3. Mentors shall communicate directly with the ~~entry year teacher~~ **Resident Educator**. No mentor teacher shall participate in any informal or formal evaluation of the ~~entry year teacher~~ **Resident Educator**, nor make, or be requested to make any recommendation regarding the continued employment of the ~~entry year teacher~~ **Resident Educator**. All interaction, written or oral, between the mentor teacher and the ~~entry year teacher~~ **Resident Educator** shall be regarded as confidential. However, the mentor teacher is obligated to advise the administration if he/she reasonably suspects the ~~entry year teacher~~ **Resident Educator** is engaged in or contemplating actions that could be harmful to students, the entry year teacher, or others. Subject to the above, the District shall not use any written or anecdotal communications regarding the ~~entry year teacher~~ **Resident Educator** from the mentor or any testimony by the mentor in any adverse job action affecting the ~~entry year teacher~~ **Resident Educator**.
4. The evaluation of the mentor, as provided in Article 5 of this Agreement, shall not be affected in any respect by participation in the ~~entry year~~ **Resident Educator** program or its demands.
5. Mentors will be excluded from the supplemental contract evaluation. The ~~Lead Mentor/Entry Year Resident Educator~~ Coordinator will review mentors for the sole purpose of making future mentoring assignments.

**ARTICLE 19-21 – TEACHER USE OF INFORMATION RESOURCES AND
TEACHER OWNED INTELLECTUAL PROPERTY**

- A. The information resources available to the teachers of the District are provided for the achievement of the goals and purposes of the District. **However, educational materials created by a teacher for their personal use (ex-tests, notes, lesson plans, PowerPoint's, etc) shall be the teacher's intellectual property. The district may not share, copy or reproduce any teacher's intellectual property without the consent of the teacher.**
- B. The following are acceptable teacher uses of the District-owned information resources:
1. Learning activities that facilitate the District's instructional objectives.
 2. Research that supports the programs of the District.
 3. Communications between faculty, staff, students and others outside the District containing messages or information of which the content is not in conflict with any portion of this document.
 4. Incidental personal use that does not interfere with District operations and programs. Incidental personal use includes but is not limited to personal e-mail messages to fellow staff members, family members and friends; course work projects related to one's position in the District; small projects for community non-profit organizations (e.g., Rotary, scouts) .
 5. Association business.
- C. The following uses are considered to be unacceptable uses of the technology information resources:
1. Any business or for-profit use
 2. Infringing on the rights or liberties of others
 3. Illegal or criminal use of any kind
 4. Communications, materials, information, data or images reasonably regarded as obscene, pornographic, threatening, abusive, harassing, discriminatory, or in violation of or inconsistent with any other district policy, rules and regulations.
 5. Accessing, viewing, printing, storing, transmitting, disseminating or selling any information protected by law or subjected to privilege or an expectation of privacy.
 6. Causing or permitting materials protected by copyright, trademark, service mark, trade name, trade secret, confidentiality or proprietary data, or communications of another, to be uploaded to a computer or information system, published, broadcast, or in any way disseminated without authorization from the owner.

7. Damaging or altering the operation, function, content or design of the District's information technology resources.
8. Installing or maintaining any hardware or executable software not owned or licensed by the District except as specifically authorized.
9. Commercial, profit motivated, or partisan political-use not related to the District's programs.
10. Granting access to the District's information technology resources to individuals, either by intentional conduct such as disclosing passwords or by unintentional conduct such as failing to log off.

D. Backup Procedures

1. Backup procedures are established to provide for daily back up of files on the hard drives of the academic file servers. If access to back up is needed, the teacher shall contact the designated administrator.
2. There is no provision for back up of files on the individual teachers' hard drives (C: drives); that is the responsibility of each teacher.

E. Previewing Software

1. Installation of software must be authorized and coordinated through the designated administrator.
2. The teacher previewing the software must return software/materials obtained from the designated administrator to the same office.

F. Privacy

1. Complete privacy of data, documents, and e-mail should not be assumed. Teachers will have the same privacy information on the District's information technology resources that they otherwise have in the District.
2. All information on the network may be backed up as part of regular operating procedures.
3. While the system is designed to provide a degree of security and privacy, teachers should be aware that the system could fail and others might then see their information/data.
4. "Deleting" or "erasing" a file does not necessarily remove the file from a disk or from the network. There are methods by which such information might be retrieved. Thus, teachers should be aware that others might obtain shared data.

- G. If a work group, such as all teachers in a department, wish to have a folder on the server that they can all share, a request should be submitted to the designated administrator.
- H. System and desktop virus protection software shall be used and not circumvented.
- I. E-mail communication to parents regarding students may not contain personally identifiable or substantive information about the student (e.g., grades, discipline, specific student concerns) **unless the parent gives permission to do so**. E-mail can be used to communicate general information (e.g., homework assignments) or to schedule appointments/conferences.

ARTICLE 20-22 – JOB SHARING

- A. With the approval of the building principal and Superintendent/designee which approval shall not be unreasonably withheld, two teachers may share a certificated/licensed teaching assignment.
- B. Teachers who wish to share an assignment shall submit a written plan for such arrangement to the building principal not later than April 1st of the year preceding the proposed job share. The plan must include the following elements:
 1. That the plan will be in effect for a full school year.
 2. The area of teaching assignment, including grade level, buildings and courses to be shared.
 3. A full description of **the teaching techniques and methods and grading practices employed by each teacher, with a full explanation of** the steps the participants will employ to insure compatibility of **such** techniques and practices.
 4. A percentage of the **regular full-time** workday each participant proposes to teach.
 5. What will happen if one of the participants is unable or unwilling to complete the full school year under the job sharing plan.
- C. Teachers who wish to participate must locate their job sharing partner. No teacher will be required to job share.
- D. All negotiated benefits shall be split according to the percentage of a regular full-time workday served by the participant.
- E. Participants shall acquire seniority credit for RIF and salary schedule placement purposes on a proportionate basis: e.g., one-half time service provides one-half year credit.
- F. Job sharing teachers shall be considered for change in contract status, evaluation and RIF on the same basis as the teachers.

- | G. Each participant must attend all meetings as set forth in Article 12 (Teacher Work Load).
- H. Refusal of the administration to approve a job sharing plan is not subject to the grievance procedure.
- I. Job sharing participants cannot be required to substitute for other job sharing participants. If they agree to substitute, they will be reimbursed at the substitute rate.
- J. At the conclusion of job-sharing, each participant shall be returned to a full-time position for which he/she is properly certificated/licensed. The first consideration shall be returning to the position he/she held prior to assuming the job share position. However, the teacher does not have to interview for this position.

ARTICLE 21-23 – PERSONNEL FILE

- A. A teacher has the right to review the content of his/her official personnel file upon twenty four (24) hours' advance notice. A representative of the Association may, at the teacher's request, accompany the teacher during that review. Upon request, a copy of any material in the teacher's file shall be provided to the teacher. There shall be no cost for the first copy of a document provided to the teacher.
- B. Effective May 1, 2007, any material placed in a teacher's personnel file must be signed and dated by the teacher. The teacher will be given five (5) working days within which to sign the document. If the teacher fails to sign the document within this time period, it shall be noted and the document placed in the file. This signature is acknowledgment that the teacher understands that the document shall be placed in his/her personnel file, but this signature does not necessarily mean that the teacher agrees with the contents of the document. The teacher will be provided with a copy of any material to be placed in her/his file. A teacher shall have the right to file a response to any material included in the file. Any such response shall be attached permanently to the material. No administrator may write a rebuttal to the teacher's response.
- C. A teacher who alleges that any material in his/her personnel file is untimely, inaccurate, misleading or irrelevant shall have the right to demand an investigation of the disputed information. If the Board, following an investigation, determines that the information is untimely, inaccurate, misleading or irrelevant, the information shall be deleted from the file. If the Board, following an investigation, determines that the information is timely, accurate and relevant, the teacher shall be so informed, in which case the teacher shall have the right to prepare a rebuttal to the disputed information, which rebuttal shall be attached to and kept with the disputed information.
- D. A teacher will be notified promptly when a request to review the teacher's personnel file is made by a person other than an administrator.
- E. Only certified administrators may prepare and submit documents to the teacher's personnel file.

- F. No materials shall be placed in a teacher's personnel file that come from an anonymous source. **No anonymous materials related to a teacher(s) shall be maintained by the administration. Any anonymous material received by the district related to a teacher shall be shared with the teacher immediately.**
- G. **Any adverse material that is to be placed in a teacher's file must be timely, relevant and accurate. No adverse materials shall be placed in a teacher's file except for good and just cause. If a teacher believes that the adverse materials are not timely, relevant and accurate, and/or the teacher believes that the adverse materials were not placed for good and just cause, the materials shall be removed from the teacher's file until such time that a determination can be made in accordance with the grievance procedure in this agreement.**

**ARTICLE 22-24 – COMMUNICABLE DISEASES AS DEFINED BY ORC 3313.71,
INCLUDING HUMAN IMMUNODEFICIENCY VIRUS (HIV) INFECTION**

- A. The Board and the Association place high priority on the health, safety and welfare of school employees, students, and visitors on school premises and recognize that communicable diseases including human immunodeficiency virus infection present a concern to employees, students, and parents. Therefore, the following is established with respect to protecting the health, safety, and welfare of students, school employees, and visitors from communicable diseases including human immunodeficiency virus infection.
- B. School physicians in accordance with ORC 3313.71 may make examinations of teachers and other school employees at Board expense as in their opinion the protection of the health of pupils, teachers, and other school employees require. Additionally, and in accordance with ORC 3313.71, the school physician may immediately (not to exceed fourteen (14) days unless a health or safety reason necessitates a longer period of time) exclude the teacher from the work place with pay pending the results of the medical examination. If the examination identifies the teacher as having a communicable disease including human immunodeficiency virus infection, the administrative procedures outlined in this policy shall be followed.
- C. Decisions based on the medical team's recommendations about each identified teacher will be made on a case-by-case basis. Distinctions will be made among HIV infected teachers in accordance with currently available medical information and opinion which conclude that:
- Human immunodeficiency virus infection is not a traditional type of communicable disease with which schools are familiar.
 - Human immunodeficiency virus infection is transmitted through limited methods, none of which are commonly found in classrooms or other school workplaces.

Admission or exclusion of a human immunodeficiency virus infected teacher is a medically oriented problem requiring guidance and recommendations from medical professionals.

D. Requirements for Medical Evaluation

1. The school physician shall share the information with the medical review team consisting of the employee's attending physician; physician from the Cuyahoga County Board of Health; and Board's medical advisor, when deemed appropriate.
2. The school physician shall convene a medical team as soon as possible upon receipt of the identification/documentation in order to review the teacher's medical status which include but are not limited to the physical condition of the infected employee, the expected type of interaction with others in the school setting, the impact on both the infected employee and others, and make appropriate recommendation(s) to the Superintendent.
3. The medical team shall review the teacher's diagnosis, treatment, and prognosis which shall be provided (with appropriate releases) by the teacher's primary care physician.
4. The medical team shall submit a written report within twelve (12) days of its findings and determinations to the Superintendent and should represent all members of the medical review team.
5. The Superintendent/designee will make a decision based on medical information concerning employment status/assignment within two (2) calendar days after receiving the written report of the medical review team. A teacher who is excluded from work/reassignment shall be (1) entitled to normal paid sick leave benefits, (2) entitled to medical leave status for up to two (2) years after paid sick leave has expired, (3) entitled to apply for disability retirement benefits, if eligible, at any time. A teacher shall not be non-renewed, terminated, or otherwise separated from employment due to having been diagnosed as human immunodeficiency virus infected unless unable to perform his/her duties. If the medical recommendation is not followed, the teacher has the right to grieve in accordance with Article 4 of the Agreement.

E. Procedures for the Handling of Blood and Body Fluids by School Employees

If a teacher handles blood and/or body fluids, the following universal procedures are recommended to minimize chances of acquiring communicable diseases:

1. Teachers should wear gloves provided by the Board when cleaning up a spill and thoroughly wash their hands thereafter with soap and/or disinfectant and running water for at least fifteen (15) seconds.
2. Disposable towels shall be used whenever possible.
3. Soiled surfaces shall be washed thoroughly with soap and water and then disinfected with a freshly prepared Clorox solution.

F. Confidentiality

The medical team shall recommend to the Superintendent those staff member(s) who should be informed about the identity and condition of a teacher infected with a communicable disease including human immunodeficiency virus. Those notified by the Superintendent shall observe complete confidentiality as permitted by law.

G. Follow-up

1. The medical team shall maintain an active role in monitoring the teacher's medical condition.
2. The teacher's primary care physician shall work with the teacher regarding any change in health status and shall notify the school physician of any change.
3. If any new information is brought to the attention of the school physician or any member of the medical review team, the procedures outlined above shall be followed.

ARTICLE 23-25 – ASSOCIATION RIGHTS

A. The following sole and exclusive rights shall be granted to the Association.

1. The Board shall make available to the Association an area for office space and the use of a telephone. The Association shall reimburse the Board for the cost of the telephone.
2. Duly-authorized representatives of the Association/OEA/NEA may transact Association business on Board property any time before, after, or during the regular work day provided that such business shall not interfere with the assigned duties of the teachers.
3. The Association may use school-owned equipment including **email**, typewriters, computers, duplicating equipment, calculators, and all types of audio-visual equipment provided such equipment is not otherwise in use. Proper request must be made and approved before said equipment can be used. The cost of expendable supplies and equipment repairs from misuse shall be reimbursed by the Association.
4. The Board shall make available its facilities, at no cost, for Association meetings.
5. The Association President shall, no later than two (2) days prior to the Board meeting, be provided with the Board's agenda, approved minutes, and other documents given to Board members.
6. Each school shall provide adequate space on a present bulletin board for Association materials for the purpose of communications with members of

official notice of, or results of, official business, activities, and meetings of the Association.

7. The Association shall have, without charge, use of the District's mail service, teacher mailboxes, and District e-mail service for communication with members. The Board shall not authorize another teacher labor organization to use these services.

B. Compensation/Association President Rights

1. The Association President, vice president, secretary, and treasurer will be paid a stipend by the Board as identified by the Association. The Association shall reimburse the Board for the cost of the stipends and any associated retirement costs.
2. The Association President shall be released for two hours per day from all teaching duties to participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participate in local, state and national meetings on behalf of the Association. In addition, the Association President shall be entitled to a stipend for additional days beyond his/her regular school year, not to exceed 250 days, for the same reasons.
3. The Association President shall retain full status as a teacher and shall continue to receive his/her salary from the District. The Association President shall also retain his/her entitlement to employment benefits received by other teachers in the District.
4. The Association will compensate the District for the Association President's stipend set forth in (A) above, including both the Board and the President's share of any STRS contributions for the stipend amount. The Association will also pay any fees, premiums, interest or other costs associated with this additional STRS payment.
5. The Association President, upon request, shall have the right to return to the department and school he/she left upon assuming the Presidency. The President shall accrue all seniority as if he/she had never left.
6. By each June 1st, the Association President may request that certain Association representatives be provided with a stipend for TPO, to be paid in equal installments, or as otherwise mutually agreed upon between the Association and District, in an amount not to exceed the terms listed above, and under the same conditions. The Association will compensate the District for the full cost, including both the District and the teacher's STRS contributions for this stipend.
7. The teachers' right to the stipend is expressly contingent upon continued designation by the Association President. If for any reason, the Association President withdraws the designation, either during or at the beginning or end of the school year, the teacher's stipend shall be immediately terminated and the

teacher shall have no recourse either under the Agreement or any statutory provision. The stipend shall contain an express acknowledgement of this condition and an express waiver of any contractual or statutory rights. If a designated teacher refuses to execute the contract, the District shall have no obligation to offer such employee a stipend under this agreement.

- | 8. The parties expressly acknowledge and agree that this agreement shall not increase any financial contribution or obligation of the District.

C. Association Leave

- 1. Up to a maximum of fifteen (15) days per year shall be available for Association business and shall be used in half or full day increments. Should the Association deplete these days, the Association shall receive six (6) additional days to conduct Association business but shall be responsible for paying the cost of the substitute(s). Such leave shall be requested through the Association President and subject to the approval of the Superintendent. Such approval shall not be unreasonably withheld.
- 2. The Association President shall be released with full pay and benefits for two (2) hours per school day to conduct Association business.

| **ARTICLE 24-26 – FAIR SHARE FEE**

- A. Each teacher covered by this Agreement, who fails to voluntarily acquire or maintain membership in the Association by October 1st of any school year or within a thirty (30) day period following his/her initial employment, shall be required to pay a service fee which shall not exceed the dues paid by members of the Association, OEA, NEOEA, and NEA.
- B. The Board Treasurer shall deduct the fair share fee from the paychecks of any teacher who elects not to join the Association beginning with the first paycheck in February. The annual fair share fee amount (or pro-rated fair share fee amount if the teacher was employed after the beginning of the school year) shall be deducted in substantially equal payments for the remainder of the paychecks for that school year. The Association Treasurer shall, during the month of September, notify the Board Treasurer of the amount of dues to be deducted for that school year. The Association shall be responsible for ensuring that the Fair Share Fee arrangement provided for in this section fully complies with the state and federal law. This provision shall not be interpreted to require any certificated/licensed teacher to become a member of the Association.
- C. It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-members, including religious objectors, which conforms to the provisions of ORC 4117.09(C).
- D. The Association agrees to defend, indemnify, and hold harmless, the Board and/or its designees from all claims arising from the provisions as herein set forth. In the event the

Board becomes a defendant in any proceeding arising from this Article, the Board shall promptly notify the Association which in turn shall immediately provide counsel selected by the Association.

ARTICLE 25 27 – VOLUNTARY PROFESSIONAL GROWTH

(does not apply to long-term substitutes)

A. Purpose

- 1. The Board and the Association desire to make the District an active, dynamic and progressive District which is in constant touch with our community and the educational world. The Voluntary Professional Growth Program seeks to encourage all teachers of the District to advance in professional growth beyond those standards set by the state and local school system in ways that provide a benefit to the educational program and students of the District.**
- 2. Increments awarded prior to December 31, 1987 shall be frozen at the amount of the supplemental contract in effect at that time. Professional growth increments earned after January 1, 1988 will be awarded based on the schedule below in accordance with the teacher's educational training at that time and will remain at that level. Increments shall be awarded to part-time teachers based upon the ratio of their FTE assignment. The schedule below is configured yearly, and the amounts in the schedule below are increased using the same percentage increase that was used to increase the base salary amount.**

No bargaining unit member shall receive a VPG salary increase for the 2009-10 school year.

8-1-09

BA	1144
BA+15	1333
BA+30	1596
MA	1750
MA+15	1913
MA+30	2045
MA+50 EDS,PS	2102
Ph. D, Ed. D	2163

B. Evaluation Committee:

This committee shall be composed of the following:

- 1. The Superintendent/designee**
- 2. The Association President/designee**

- ~~3. Two principals or assistant principals appointed by the Superintendent for a three (3) year term, said terms not to run concurrently with each other.~~
- ~~4. Two teachers elected by secret ballot by teachers, each for a three (3) year term. These terms not to run concurrently with each other, nor with the terms of the appointed principals.~~
- ~~5. The committee may invite consultation of a statistical or special nature when needed to evaluate research projects.~~
- ~~6. All decisions of the committee shall be by at least a majority vote. If the vote is tied, the teacher submitting the VPG form shall be invited to discuss/expand upon his/her VPG application with the Evaluation Committee. After meeting with the teacher, the Evaluation Committee has the authority to accept or reject the application.~~

C. Credits

- ~~1. Nine (9) points shall be required for each increment. The first increment may be earned with no minimum time restriction. Subsequent growth periods require a minimum of four (4) consecutive years. There is no maximum time restriction for any growth period from the date of the previously awarded increment.~~
- ~~2. No teacher shall be eligible for more than five (5) professional growth increments. College credits cannot be used for voluntary professional growth points. One point equals fifteen (15) or more clock hours, outside of regular school hours, in other approved activities.~~

D. Ways of Attaining Required Points

~~Points may be attained in any combination of the following ways:~~

- ~~1. Professional growth courses, workshops, seminars and meetings—maximum of six (6) points. These cannot have been taken for college credit, and must be of direct professional benefit to the teacher, the students, or the District.~~
- ~~2. Professional organization and/or civic activities—a maximum of 3 points may be awarded for responsible activities in a professional and/or civic organization if the activities are of direct professional benefit to the teacher or the District. Civic activities must be undertaken in the City of Strongsville and must have a demonstrable benefit to the Strongsville City School District.~~
- ~~3. Instructional and curriculum improvement—maximum of six (6) points.~~

- ~~4. Professional writing and individual research – a maximum of three (3) points may be awarded for published professional writing or for individual research which has been published or has been put to professional use by the District.~~
- ~~5. Educational travel – maximum of three (3) points if it is of substantial and direct benefit to the teacher in his/her subject area.~~
- ~~6. Student teacher/intern supervisions – maximum of two (2) points per increment; one (1) point awarded for supervision of each full-time student teacher. When a student teacher/intern is shared by two or more teachers, a maximum of one-half (1/2) point may be awarded to each teacher.~~
- ~~7. National Board Certification – two (2) points~~
- ~~8. Supervising/Chaperoning Student Trips – maximum of six (6) points~~
- ~~9. Other activities – maximum of six (6) points if the activities are of direct professional benefit to the teacher, the students, or the District.~~

E. Operational Procedures

- ~~1. Any teacher who is seeking credit for meeting the requirements of the Voluntary Professional Growth Program must fill out a form for each activity for which credit is sought. It is the teacher's responsibility to initiate and satisfactorily complete all forms, and to place the forms before the Evaluation Committee.~~
- ~~2. By June 1st of each year the Evaluation Committee will publish a set of criteria setting forth specification as to what constitutes a completed application.
 - ~~a. It is the responsibility of the applicant to fill out each application form completely, to include the necessary documentation, and to offer written explanation of how each activity benefits the students, the District or the educational profession.~~
 - ~~b. Completed applications should be sent to the Evaluation Committee only when the applicant believes he has met the full requirements (9 points) for a professional growth increment.~~
 - ~~c. Applications for evaluation, with supporting evidence, received by the committee on or before September 30th will apply for the current school year. New applications received after September 30th will apply to the following school year. A teacher may file an application, with supporting evidence, with the Evaluation Committee within thirty (30) days of Board approval of the Agreement if he/she has National Board Certification (#7) and/or has supervised/chaperoned~~~~

~~student trips (#8) which now makes the teacher eligible for a VPG increment who was not eligible for a VPG increment on September 30, 2006. Approval of such application by the Evaluation Committee will apply to the 2006-07 school year.~~

- d. ~~The Evaluation Committee will evaluate applications submitted to it on a current basis and make recommendations by the end of October, November and February. Additional meetings will be at the discretion of the committee. Applicants will be notified within fifteen (15) days after these meetings regarding the decision of the committee.~~
 - e. ~~Professional growth points can be awarded only for activities engaged in while the applicant is a teacher of the District.~~
 - f. ~~Points cannot be awarded for any activity for which the Board reimburses any of the expenses or pays the substitute, or for any activity which occurs primarily on school time. Except for supervising student teachers and publishing of professional writing, points cannot be awarded for any activity for which the applicant has received compensation from any source. Compensation does not include reimbursement of actual expenses incurred, or stipend amounts of less than \$100.~~
 - g. ~~The first year's professional growth increment will take the form of a salary schedule adjustment within sixty (60) days after approval by the Evaluation Committee. In succeeding years, the increment will be calculated in the regular pay.~~
- F. ~~Teachers awarded new VPGs on or after August 1, 2011, shall be paid for that new VPG for four (4) years only, and such VPGs earned after that date shall be void after four (4) years. Teachers shall have the right to apply for another VPG after the expiration of the aforementioned VPG.~~
- A. Effective June 30, 2013 the VPG program shall be discontinued and no new VPGs shall be recognized or awarded by the District. All VPGs that were previously awarded to teachers, including any VPGs awarded after August 1, 2011, shall be grandfathered by the District, according to the terms of the Agreement under which they were earned (i.e. permanent or 4-year).

ARTICLE 26-28—PAYROLL PRACTICES

- A. General
1. Payroll deductions (United Way, Tax-Sheltered Annuities, Ohio Deferred Compensation Plan, U.S. Savings Bonds, and Income Protection Insurance) for teachers shall be available for enrollments, change or termination by the teacher at any time during the contract year. Credit Union deductions shall be available for

- up to four (4) changes per contract year. Such changes in the teacher's paycheck shall be made as soon as feasible, but in no case later than thirty (30) calendar days following receipt of the proper application by the Board Treasurer.
2. The number of separate annuity companies for which payroll deductions shall be made shall be limited to twenty (20), provided however that deductions shall continue to be made for annuity companies for which deductions are being made as of September 1, 1995. Thereafter, when a particular annuity company no longer receives deductions from any teacher, that company shall be deleted from the list of authorized companies until a total of twenty companies remain. Teachers who have annuities prior to September, 1995 will be permitted to have deductions made for any annuity company . If the number of annuity companies drops below twenty, new companies will only be permitted if at least three (3) teachers make application for the same company unless a teacher who had deductions to an annuity company prior to September 1, 1995 chooses to have deductions made to a new company.
 3. Each teacher shall have the responsibility to determine that his/her payroll deductions for tax-sheltered annuities do not exceed the maximum amount provided in Section 403(b) of the Internal Revenue Code and regulations applicable to that Section, and shall not seek any payroll deduction in excess of that amount. In the event the Board Treasurer and/or Board are assessed any taxes, charges, penalties or interest as a result of deductions by a teacher which exceed the IRS maximum limit, those amounts shall be reimbursed by the teacher to the Board Treasurer.

B. Association Dues

1. The Board shall provide payroll deductions of dues for membership in the Association, the Northeastern Ohio Education Association, Ohio Education Association, and the National Education Association. The enrollment periods for payroll deductions of membership dues shall be from September 1st to October 15th of each year. Whenever possible, payroll deduction for membership dues shall commence with the first pay period in November but in no event later than the second pay period in November, and continue through the remaining contract year.
2. Following the membership enrollment period, a teacher new to the District may choose payroll deduction for Association dues following commencement of contract duties, to be distributed in equal amounts for the remaining pays.

C. Political Organizations

1. Payroll deductions for teachers will be available for contributions to political organizations, the OEA Fund for Children and Public Education, and parties.

2. Authorization for any deduction must be in writing on a form submitted to the office of the Board Treasurer. The form will be available in each instructional building. No deduction will be made until a completed, signed form is on file with the Board Treasurer. The form shall identify the amount to be deducted, the number of pays from which the deduction shall be made. Deductions must be for consecutive pays and for the same amount each pay.
3. The Board Treasurer, the Administration, and the Board will not be held responsible or liable for any contribution deduction if the teacher leaves the employment of the Board prior to the end of the contract year.

D. Additional Tax Withholdings

Authorization for additional tax withholdings must be in writing on a form developed by the Board Treasurer. This form will be available in each instructional building. No deductions will be made until a completed, signed form is on file with the Board Treasurer.

E. Mandatory Salary Reduction Plan

For purposes of taxable income, the Board will report a reduction in salary to the Internal Revenue Service in the amount equivalent to the annual contribution paid by teacher to STRS.

- F. In addition to the Ohio Deferred Compensation Plan, the Board shall make available at least one other 457 Plan.
- G. The Board shall establish and administer a “cafeteria plan” that meets the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Under the Section 125 cafeteria plan, teachers will be allowed to set aside pretax dollars for (1) dependent care reimbursement for dependents under age thirteen (13) who live in the teacher’s household or for a dependent or spouse who is physically or mentally unable to care for himself/herself, up to \$5,000 per year; and (2) medical expense reimbursement for certain medical, dental or vision expenses incurred for medical care provided during the current plan year, up to \$3,600 per year. Teachers will have an opportunity on an annual basis to enroll in the “cafeteria plan.” Any insurance premium payment made by a teacher will automatically be through the Section 125 plan without the teacher having to enroll to have his/her insurance premium payment be through the Section 125 plan. Any insurance premium amounts are not included in the \$3,600 medical expense reimbursement. The election to participate may not be revoked during the current plan year unless there is a change in the teacher’s circumstances (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Pretax dollars set aside under this plan that are not used cannot be returned to the teacher, per Section 125 requirements . Details surrounding the Section 125 “cafeteria plan” will be provided on an annual basis at the time of enrollment and are also available through the Board Treasurer’s office.

H. Pay Periods

1. Teachers shall have the option to be paid in either twenty-six (26) or twenty-one (21) bi-weekly installments starting the second Friday in the school calendar year. Those electing the 21-pay option will be limited to fifteen per cent (15%) of the bargaining unit and will notify the Board Treasurer by completing a form and submitting to him/her no later than July 10th. The 21-pay option limitation will be determined on a first-come, first-served basis according to the time and date of receipt by the Board Treasurer. Once the option is indicated in writing to the Board Treasurer, it cannot be changed until the start of the next school year.
2. In the event the scheduled pay day falls on a Friday when school is closed, the paycheck shall be mailed on the preceding Thursday. A fifteen dollar (\$15.) service fee will be charged if the teacher requests a stop payment on a check.
3. The twenty-one (21) pay option may be eliminated effective at the start of a school year with ninety (90) days prior notice to employees, if all employees in the District have the twenty-one (21) pay option eliminated also at the same time.

I. Direct Deposit

1. The pay for all teachers shall be deposited directly in any financial institution designated by the teacher which is a member of the ACH (Automatic Clearing House) and can accept wire transfers. Any teacher who chooses not to have direct deposit may arrange to pick up his/her pay from the Board Treasurer's Office or have the paycheck mailed on the preceding Thursday.
2. Any teacher hired on or after January 1, 2003, shall be paid via direct deposit.

J. Payment and Deferral of Severance Pay/Retirement Incentive Bonus

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), retiring teachers shall have the total amount that otherwise would be payable to them as severance pay under Article 33 and/or the total amount that otherwise would be payable to them as Retirement Incentive Pay under Article 38 (collectively referred to herein as "Severance Pay") mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For purposes of this Agreement, the arrangement is referred to as the "403(b) Plan."
2. The terms of the 403(b) Plan shall include the following:

- a. Participation in the 403(b) Plan shall be mandatory for any teacher who is entitled to Severance Pay who is or will be age 55 years or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher, resigns.
 - b. If a retiring teacher is a participant in the 403(b) Plan, in lieu of the teacher receiving a cash payment of Severance Pay, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the lesser of:
 - (1) The total amount of the Participant's Severance Pay, or
 - (2) The maximum contribution amount allowable under the terms of the 403(b) Plan.
 - c. The required contribution to the 403(b) Plan shall be made within the time frame described in Article 33 regarding the payment of Severance Pay and/or within the timeframe described in Article 38 regarding the payment of Retirement Incentive Plan pay.
 - d. To the extent that a teacher's Severance Pay exceeds the maximum amount allowable under the 403(b) Plan, the maximum amount per year shall be paid into the 403(b) Plan within the first fifteen (15) days of January in subsequent calendar years to a maximum amount of five (5) calendar years after the teacher's retirement year.
 - e. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC. Participants in the 403(b) Plan shall be required to complete AIG VALIC enrollment forms, and unless and until a teacher does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the teacher. A successor company(ies) to AIG VALIC may be selected at any time by mutual agreement of the Board and the Association.
 - f. If a teacher is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the 403(b) Plan and then be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan.
 - g. The Plan Year of the 403(b) Plan shall be the calendar year.
 - h. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.
3. Any teacher who is entitled to severance pay and/or Retirement Incentive Plan pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments in accordance with Article 33 and/or

any Retirement Incentive Plan pay in accordance with Article 38. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under the Internal Revenue Code Section 403(b) (a “TSA”) as permitted by law and Board policy.

4. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

K. Any teacher who agrees to take an additional class shall be paid 20% of the BA-0 Base salary, exclusive of supplemental contracts. The creation of additional classes shall be kept to a minimum. **(MOVE TO TEACHER WORKLOAD)**

L. Effective March 1, 2007, if the District cannot find a qualified substitute for a teacher who is on an extended leave of absence, any teacher agreeing to substitute for one class of the absent teacher shall be paid 20% of his/her per diem rate, exclusive of supplemental contracts, for each day he/she substitutes for that class.

ARTICLE 27-29 – MILEAGE ALLOWANCE

Mileage at the rate approved by the Internal Revenue Service in effect as of the beginning of each school year, will be paid to teachers who use personal vehicles for assigned travel between buildings. This amount will be paid monthly.

ARTICLE 28-30 – CREDIT FLEXIBILITY COMMITTEE

- A. A committee consisting of the High School Principal and the High School Department/Division Chairs shall be convened as needed to review all plans and applications which are submitted by students wishing to participate in the District's Credit Flexibility Program.
- B. Any teacher who has been identified, in a previously approved Credit Flexibility Plan, to assist a student in successfully completing their plan shall be compensated at the Paid Substitution rate of .000886 of the BA base. The number of hours the teacher is expected to perform in this capacity shall be determined by the Credit Flexibility Committee prior to the approved implementation of the plan.
- C. Both parties mutually agree to review and adjust procedures, workload, and compensation annually, as appropriate.

ARTICLE 2931 – DEPARTMENT/DIVISION CHAIRPERSONS AND TEAM LEADERS

- A. Department/Division Chairpersons and Middle School Team Leaders shall not evaluate or participate in evaluation of teachers **nor shall they be asked to provide any input on the performance of any teacher.**
- B. Department/Division Chairpersons shall have a maximum of five (5) teaching assignments. The Counseling Department Chairperson at the high school, due to the nature of the job, shall not have reduced assignments. However, the High School Counseling Department Chairperson shall receive eight (8) days of pay at his/her per diem rate, paid at the end of the school year, in lieu of the reduced assignments. Middle School Team Leaders will have a maximum of five (5) teaching assignments.
- C. Division Chairpersons (Grades 9-12 for two related departments that do not have a Department Chairperson)
 - 1. Salary

<u>Teacher¹</u>	<u>Salary - % of Base</u>
0-10	13
11-20	14
21+	15

- 2. Substituting

Division Chairpersons may be required to substitute up to three (3) times per week and shall receive no-additional compensation for such substitutions.

- D. Department Chairpersons and Middle School Team Leaders shall be compensated as follows:

<u>Teacher¹</u>	<u>Salary - % of Base</u>
0-4	6.5
5-9	7.0
10+	7.5

¹Number of teachers responsible to the Chairperson (excluding the Chairperson)

ARTICLE 30-32 – SUMMER SCHOOL SALARY

The salary for teachers of summer school shall be at the rate of .0008 times the BA base salary per hour.

ARTICLE 31-33 – SUPPLEMENTAL DUTY SCHEDULE

- A. Service by teachers extending before or after such teacher's regular duty day that is not a part of the regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one year. Each supplemental contract shall expire on the date stated therein without further notice to the teacher. **No supplemental contracts shall be offered to any non-bargaining unit member unless there are no qualified bargaining unit members willing to accept the position.**
- B. A teacher offered a supplemental contract pursuant to this provision shall execute and return such contract to the Board Treasurer/designee within fifteen (15) days after receipt of contract or eighteen (18) days after contract is sent by registered or certified mail. Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment. After execution and receipt of said contract by the Board Treasurer/designee, no teacher shall resign from such contract after July 10th unless released by the Board. **Any teacher who resigns their supplemental contract shall be paid a prorated salary for their supplemental contract service within fourteen (14) calendar days of their resignation.**
- C. The percentages listed are computed on the BA base salary. Where years of experience are listed, the teacher is required to be experienced in that particular sport or activity.

	<u>% of BA base 0-3 years</u>	<u>% of BA base 4-7 years</u>	<u>% of BA base 8-9 years</u>	<u>% of BA base 10 or more years</u>
Head Football	20	21	22	23
Head Basketball	20	21	22	23
Head Wrestling	20	21	22	23
Head Soccer	16	17	18	19
Head Gymnastics	16	17	18	19
Head Hockey	16	17	18	19
Head Track	14	15	16	17
Head Baseball	14	15	16	17
Head Volleyball	14	15	16	17
Head Softball	14	15	16	17
Band Director	13.5	14.5	15.5	16.5
*Coordinator of Athletics (High School)	13	14	15	16
Athletic Coordinator – MS	13	14	15	16
Head Boys Swimming	12.5	13.5	14.5	15.5
Head Girls Swimming	12.5	13.5	14.5	15.5
Head Cross Country	12.5	13.5	14.5	15.5
Head Tennis	12.5	13.5	14.5	15.5
Head Golf	12.5	13.5	14.5	15.5
High School Chorale Director	12.5	13.5	14.5	15.5
Assistant Football	12	13	14	15
Assistant Basketball	12	13	14	15

	<u>% of BA base</u> <u>0-3 years</u>	<u>% of BA base</u> <u>4-7 years</u>	<u>% of BA base</u> <u>8-9 years</u>	<u>% of BA base</u> <u>10 or more years</u>
Assistant Wrestling	12	13	14	15
Assistant Soccer	11.5	12.5	13.5	14.5
Assistant Gymnastics	11.5	12.5	13.5	14.5
Assistant Hockey	11.5	12.5	13.5	14.5
Football (Head) – MS	11.5	12.5	13.5	14.5
Basketball – MS	11.5	12.5	13.5	14.5
Wrestling – MS	11.5	12.5	13.5	14.5
Soccer (Head) – MS	11.5	12.5	13.5	14.5
Volleyball – MS	11.5	12.5	13.5	14.5
Cross Country – MS	11.5	12.5	13.5	14.5
Track (Head) – MS	11.5	12.5	13.5	14.5
Assistant Track	11	12	13	14
Assistant Baseball	11	12	13	14
Assistant Volleyball	11	12	13	14
Assistant Cross Country	11	12	13	14
Track (Assistant) – MS	11	12	13	14
Assistant Softball	11	12	13	14
Director of Stagecrafts (High School)	10.5	11.5	12.5	13.5
Assistant Golf	10	11	12	13
Assistant Tennis	10	11	12	13
Assistant Swimming	10	11	12	13
Yearbook Advisor	10	11	12	13
Assistant Band Director	9	10	11	12
Assistant Football – MS	9	10	11	12
Newspaper Advisor	8.1	9.1	10.1	11.1
Instrumental Director – MS	8	9	10	11
Vocal Director – MS	8	9	10	11
District Music				
Department Chair	8	9	10	11
Musical Director	7.8	8.8	9.8	10.8
Drama Director	7.8	8.8	9.8	10.8
Cheerleader Advisor – MS	7	8	9	10
Detention – HS	6.6	7.6	8.6	9.6
Detention – MS	6.5	7.5	8.5	9.5
Student Council				
Advisor – HS	6.5	7.5	8.5	9.5
Key Club Advisor	6.5	7.5	8.5	9.5
Cheerleader Advisor – HS				
Football	6	7	8	9
Basketball	6	7	8	9
Wrestling	6	7	8	9
Assistant Director of Stagecrafts – HS	6	7	8	9

	% of BA base <u>0-3 years</u>	% of BA base <u>4-7 years</u>	% of BA base <u>8-9 years</u>	% of BA base <u>10 or more years</u>
Summer Band Director	6	7	8	9
Student Council Advisor – MS	6	7	8	9
Teen Club Advisor	6	7	8	9
Choreographer for Show Choir – HS	5.5	6.5	7.5	8.5
Junior Class Advisor	5.4	6.4	7.4	8.4
Senior Class Advisor	5.4	6.4	7.4	8.4
National Honor Society – HS	5.4	6.4	7.4	8.4
Intramurals – MS	5	6	7	8
Orchestra Director – HS	5	6	7	8
Orchestra Director – Elementary	5	6	7	8
Elementary Supplements (6 per school)	5	6	7	8
Flagbearer/Majorette Advisor	4.5	5.5	6.5	7.5
Assistant Marching Band Director	4.5	5.5	6.5	7.5
Choreographer for Musical	4.2	5.2	6.2	7.2
Freshman Class Advisor	3.6	4.6	5.6	6.6
Sophomore Class Advisor	3.6	4.6	5.6	6.6
Pep Club/Band Advisor	3.3	4.3	5.3	6.3
Newspaper Advisor – MS	3	4	5	6
Memory Book – MS	3	4	5	6

*Coordinator of Athletics – HS will be replaced by High School Faculty Manager for Athletics for:

Fall – two (2) positions
 Winter – two (2) positions
 Spring – one (1) position)

D. The Board is not required to fill any supplemental duty positions.

E. All athletic supplementals shall be paid upon completion of the sport season (as defined by OHSAA) and completion of all duties.

F. Faculty Manager/Coordinator of Athletics

1. Coordinator of Athletics – HS will be replaced by High School Faculty Manager for Athletics for:

Fall – two (2) positions

Winter – two (2) positions

Spring – one (1) position)

2. Anyone who held a Coordinator of Athletics (HS) contract during the 2010-2011 school year will be grandfathered under the old supplemental salary schedule.

3. No Faculty Manager for Athletics will coach during the season they hold a Faculty Manager for Athletics contract.

4. The Faculty Manager for Athletics contract holders shall be paid upon the completion of their duties.

G. Given financial resources, the Board will consider additional supplemental contracts. Each building will receive an allocation for potential additions of supplemental contracts. No individual additions will exceed eight percent (8%) of the BA base salary. Allocations will be based on per student per building amounts. The salary for any such position will be set by the Board. At the time negotiations are reopened pursuant to this Agreement, such positions will be added to the Agreement and the Association may propose changes in salary.

H. Each Elementary Outdoor Education teacher who stays overnight the entire trip shall be compensated in accordance with the practice in effect as of September 1, 2001.

I. Each Washington D.C. teacher chaperone shall be compensated in accordance with the practice in effect as of September 1, 2001 or may elect to receive a stipend of \$750. The Washington, D.C. coordinator for each building will receive a stipend of \$2000. If there is more than one coordinator per building, the \$2000 will be split accordingly.

J. Effective July 1, 2011, employees hired to a supplemental position not previously held by such employee during the 2010-2011 school year shall not be eligible for advancement to column/step three (3) and/or four (4) of the current supplemental salary schedule.

The parties agree that effective for the 2011-2012 school year only, no employee hired to a supplemental position shall be advanced on the supplemental salary schedule, and such step freeze for the 2011-12 school year shall not be made up or restored.

For example; a teacher who holds a supplemental contract for Head Football at Column 3 for the 2010-2011 school year shall remain at Column 3 for the 2011-2012 school year.

The teacher shall resume normal step progression at Column 4 at the start of the 2012-2013 school year.

This step freeze on all supplemental positions shall automatically sunset on June 30, 2012. The resumption of the normal step adjustment during the 2012-2013 school year shall occur regardless of a rollover.

ARTICLE 32-34 – EXTENDED SERVICE

- A. Service by teachers extending before or after such teacher's regular duty year shall be deemed supplemental duties and shall be set forth in a limited contract of one year. Each supplemental contract shall expire on the date stated therein without further notice to the teacher.
- B. The dates of extended service shall be mutually determined by the teacher and the building administrator or appropriate supervisor at least thirty (30) calendar days before the first date of extended time. The dates of extended service before a school year shall be mutually determined by the building administrator or appropriate supervisor before the end of the previous school year. Once these dates are established, they cannot be changed unless there is mutual agreement between the teacher and administration.
- C. A teacher offered a supplemental contract pursuant to this Article shall execute and return such contract to the Board Treasurer/designee within fifteen (15) days after receipt of said contract or eighteen (18) days after the contract is sent by registered or certified mail. Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment. After execution and receipt of said contract by the Board Treasurer/designee, no teacher shall resign from such contract after July 10th unless released by the Board. **Any teacher who resigns their supplemental contract shall be paid a prorated salary for their supplemental contract service within fourteen (14) calendar days of their resignation.**

ARTICLE 33-35 – SEVERANCE PAY

(does not apply to long-term substitutes)

- A. Resignation, Retirement, or Death of Teacher with fewer than ten (10) years in the District; Resignation of a Teacher who Retired from Another District, was Hired by the Strongsville City School District, and then Resigns from the Strongsville City School District.

A teacher will be eligible for severance pay according to the following provisions:

1. The benefit shall be a lump-sum payment to eligible teachers upon their resignation, retirement, or death and shall be paid in accordance with the 403(b) Plan outlined in Article 26J for those fifty-five years or older in the calendar year of their retirement.

2. Retirement shall be defined as disability or service retirement under the provisions of the State Teachers Retirement System (STRS).
3. Except for teachers taking the early retirement incentive plan in Article 38, in order to be eligible for this benefit from the District, the teachers must, in the event of retirement, provide evidence that payment of retirement benefits from STRS has actually commenced. Such evidence must be provided to the Board Treasurer not later than two hundred ten (210) calendar days following the effective date of the teacher's retirement. Payment shall be made in January of the year following retirement.
4. The severance pay shall be equal to the value of thirty per cent (30%) of the teacher's accumulated but unused sick leave not to exceed one hundred fifteen (115) days. The value shall be computed at the teacher's per diem rate of pay at the last date of employment. No supplemental pay shall be used in the computation of severance pay.
5. Payment of severance pay shall eliminate all sick leave credit accumulated by a teacher.
6. In the case of the teacher's death before receiving severance payment, the severance payment shall be made within sixty (60) days of the teacher's death to the teacher's estate in a manner prescribed by law.

B. Resignation, Retirement or Death of Teacher with a minimum of fifteen (15) years [at least ten (10) years in the District]

A teacher will be eligible for severance pay according to the following provisions:

1. The benefit shall be a lump-sum payment to eligible teachers upon their resignation/retirement/death and shall be paid in accordance with the 403(b) Plan outlined in Article 26J for those fifty-five years or older in the calendar year of their retirement.
2. Except for teachers taking the early retirement incentive in Article 38, in order to be eligible for this benefit from the District, the teacher must have completed a minimum of fifteen (15) years of service, at least ten (10) of which are with the District. Such evidence must be provided to the Board Treasurer not later than two hundred ten (210) calendar days following the effective date of the teacher's resignation/retirement/death. Payment shall be made in January of the year following resignation/retirement/death.
3. The severance pay shall be equal to the value of thirty percent (30%) of the teacher's accumulated but unused sick leave not to exceed one hundred fifteen (115) days . The value shall be computed at the teacher's per diem rate of pay at the last date of employment. No supplemental pay shall be used in the computation of severance pay.

4. Payment of severance pay shall eliminate all sick leave credit accumulated by a teacher.
5. In the case of the teacher's death before receiving severance payment, the severance payment shall be made within sixty (60) days of the teacher's death to the teacher's estate in a manner prescribed by law.

C. Resignation, Retirement, or Death of Teachers with a Minimum of 20 Years [at least fifteen (15) Years in the District]

A teacher will be eligible for severance pay according to the following provisions:

1. The benefit shall be a lump-sum payment to eligible teachers upon their resignation, retirement, or death and shall be paid in accordance with the 403(b) Plan outlined in Article 26J for those fifty-five years or older in the calendar year of their retirement.
 2. Except for teachers taking the early retirement incentive in Article 38, in order to be eligible for this benefit from the District, the teachers must have completed a minimum of twenty (20) years of service, at least fifteen (15) of which are with the District. Such evidence must be provided to the Board Treasurer not later than two hundred ten (210) calendar days following the effective date of the teacher's resignation/retirement/death. Payment shall be made in January of the year following resignation or retirement.
 3. The severance pay shall be equal to the value of thirty per cent (30%) of the teacher's accumulated but unused sick leave not to exceed one hundred thirty-five (135) days. The value shall be computed at the teacher's per diem rate of pay at the last date of employment. No supplemental pay shall be used in the computation of severance pay.
 4. Payment of severance pay shall eliminate all sick leave credit accumulated by a teacher.
 5. In the case of the teacher's death before receiving severance payment, the severance payment shall be made within sixty (60) days of the teacher's death to the teacher's estate in a manner prescribed by law.
- D. The parties agree that the paragraphs Article 33(A)(3), Article 33(B)(2), and Article 33(C)(2) shall be superseded for employees retiring pursuant to this early retirement incentive plan, and each shall be replaced with the following language for ERIP participants only:

The payment of severance pay pursuant to Article 33 shall be paid in three (3) equal consecutive January installments beginning with the January following the employee's effective date of retirement.

ARTICLE 34-36 – INSURANCES

A. Carriers

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided by the present carrier(s). The Board will advise the Association at least forty-five (45) days in advance of the effective date of the intended change and meet with the Association to discuss the matter at least thirty (30) days in advance of the intended change.

B. Comprehensive Major Medical Insurance

1. Full-time Teachers

Effective with the first pay of the ~~2011-12~~ ~~2013-2014~~ school year, the Board shall pay ~~ninety percent (90%)~~ ~~eighty-five percent (85%)~~ for family and individual premiums for comprehensive major medical insurance programs, and the employee shall pay ~~ten percent (10%)~~ ~~fifteen percent (15%)~~ of the premium, up to a maximum of ~~One Hundred Fifty Dollars (\$150.00)~~ ~~Two Hundred Dollars (\$200.00)~~ per month family and ~~Seventy Five Dollars (\$75.00)~~ ~~One Hundred (\$100.00)~~ per month for individual coverage. The major medical insurance plan is summarized in the charts in this Article. **Employees who voluntarily participate in biometric testing (to be defined as body mass index, glucose, blood pressure and cholesterol only) and complete the health risk assessment shall pay ten percent (10%) of the premium up to a maximum of One Hundred and Fifty Dollars (\$150.00) per month family and Seventy-Five Dollars (\$75.00) per month for individual coverage. All biometric testing and the completion of the health risk assessment shall be provided at no cost to the employee. Any employee who elects to participate in the biometric testing and the health risk assessment, but elects to do so off campus, shall be able to do so at no cost to the employee so long as the testing is done by an in-network provider.**

2. Part-time Teachers

All part-time teachers who work a minimum of 18.75 hours per week and a minimum of 150 days per year may elect to participate in the medical insurance plan by contacting the Benefits Specialist and completing all required forms. The Board will pay 50% of the individual or family premium for such teachers. The remainder of the premium will be paid by the teacher via payroll deduction.

3. Coverage Waiver Option

a. Teachers eligible for Board-paid contributions towards medical insurance coverages, who waive the right to insurance for one (1) full school year will receive a lump sum payment on the second pay period in September following the one (1) year waiver period. The waiver will remain in effect unless revoked by the teacher the end of the school year. [Remainder of

paragraph moved from 3(c) – Coverage Waiver Option] Should a teacher elect to participate in the program, the teacher must complete a waiver of coverage form and submit to the Benefits Specialist. A teacher who withdraws from the program may not re-enter same until the following year. A newly-employed teacher may elect to participate by completing the waiver of coverage at the time of initial employment. Payment shall be made to such teachers on a pro rata basis.

- (1) A full-time teacher waiving individual or family coverage shall receive a \$1200 payment per year.
 - (2) An eligible part-time teacher waiving individual or family coverage shall receive a \$600 payment per year. To be eligible a teacher must be at least a 50% teacher and must work at least 150 days per school year and work hours that equal or exceed 3-3/4 hours per day for the majority of the 150 days.
- b. In the event of a change in circumstances, the teacher may reinstate coverage, provided he/she has filed the proper application card with the Benefits Specialist. A change in circumstances would include divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility coverage, a court order requiring coverage, or other enrollment rights consistent with federal law. Such reentry into the insurance program shall preclude the teacher from receiving the medical insurance waiver payment in lieu of coverage as indicated above.

4. Special Enrollment Rights

- a. If teachers have declined enrollment for themselves or for their spouse or their dependents because of other health insurance or group health plan coverage, teachers may be able to enroll themselves and their spouse or their dependents in this plan if they or their spouse or their dependents lose eligibility for the other health insurance or group health plan coverage (or if the employer stops contributing towards their or their spouse's or dependents' other coverage). However, they must request enrollment within 31 days after they or their spouse's or their dependents' other coverage ends (or after the employer stops contributing toward the other coverage).
- b. In addition, if teachers have a new dependent as a result of marriage, birth, adoption or placement for adoption, they may be able to enroll themselves and their dependents. However, they must request enrollment within 31 days after the marriage, birth, adoption or placement for adoption.
- c. To request special enrollment or obtain more information, teachers must contact the Benefits Specialist.

5. Presently-employed teachers who are eligible but have not enrolled for medical insurance may enroll during the period from September 1st through October 1st of each year. Teachers may not change coverage at any time. This enrollment limitation does not apply to presently-enrolled teachers who may change coverage by completing new enrollment forms (family to single, single to family) at any time. The change in coverage will take effect on that date or a future date as designated by the teacher at the time of enrollment.
 6. A newly-hired teacher will be insured on the first date of employment as established by the teacher contract provided the teacher has enrolled and reports to work in accordance with the provisions of his/her contract.
7. **Effective January 1, 2014 the current Summary of Benefits shall be replaced by the Certified Health Insurance Plan detailed on page 42 of the April 14th Board Counterproposal.**
8. **Effective January 1, 2014 the current Prescription Drug Plan shall be replaced by the Certified Prescription Drug Program detailed on page 45 of the April 14th Board Counterproposal.**

***Comprehensive Major Medical Insurance Coverage
Summary of Benefits, Effective 10/01/2009***

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$125/\$250	\$250/\$500
Out-of-Pocket Limit (Single/Family)	\$300/\$600	\$600/\$1200
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none">• allergy injections (PCP and SCP) 10% 30%• allergy testing \$12 30%• routine and non-routine mammograms (regardless of outpatient setting) \$12 Not Covered 30%• diabetic education (regardless of outpatient setting) \$12 30%• certain medical nutritional therapy (regardless of outpatient setting) 10%• MRAs, MRIs, PETs, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds	\$12/\$12	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Routine Vision and Hearing exams • Physician Home and Office Visits (PCP/SCP) 10% 30%	\$12/\$12	30%
Emergency and Urgent Care • Emergency Room Services @ Hospital (facility/other covered services) • Urgent Care Center Services	\$50 \$25	\$100 \$50
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits, Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	30%
Inpatient Facility Services Unlimited days except for Skilled Nursing 100 days network & non-network	10%	30%

Covered Benefits	Network	Non-Network
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	10%	30%
Other Outpatient Services (including but not limited to): • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services • Home Care Services • Durable Medical Equipment and Orthotics • Prosthetic Devices • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	10% 10% 10%	30% 10% 10%
Outpatient Therapy Services (Combined Network & Non-Network limits apply) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Physical therapy: Unlimited visits • Occupational therapy: Unlimited visits • Manipulation therapy: 20 visits • Speech therapy: 20 visits	\$12/\$12 10%	30% 30%
Non-biologically Based Mental Illness and Substance Abuse² (limits and maximums apply) • Inpatient Facility Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Inpatient: 30 Network and Non-network Outpatient: 20 Network & Non-network days	10% \$12/\$12 10%	30% 30% 30%
Biologically Based Mental Illnesses paid same as any other illness.		
Human Organ and Tissue Transplants³ • Acquisition and transplant procedures, harvest and storage.	10%	30%

Covered Benefits	Network	Non-Network
Prescription Drugs⁴ <ul style="list-style-type: none"> • Network Retail Pharmacies: (30-day supply) includes diabetic test strip • Direct Mail Service: (90-day supply) includes diabetic test strip 	\$5/\$15/\$30 \$15/\$37.50/\$75	50%; min. \$30 Not covered
Lifetime Maximum (Combined Network and Non-network)⁵	\$2.5 million	\$2.5 million

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/repayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.
- Dependent Age: to the end of the month in which the child attains age 25.
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowance amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year

¹These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

²We encourage you to contact Our Mental Health Subcontractor to ensure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitation.

³Kidney and Cornea area treated the same as any other illness and subject to the medical benefits.

⁴Rx non-network diabetic /asthmatic supplies not covered except diabetic test strips.

⁵Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

Precertification:

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

C. Dental Insurance

1. Full-time Teachers

The Board shall provide dental insurance for all full-time teachers and shall pay 100% of the monthly individual or family premiums of such insurance. The insurance coverage shall meet or exceed the specifications outlined below.

2. Part-time Teachers

All part-time teachers who work a minimum of 18.75 hours per week and at least 150 days per school year may elect to participate in the insurance by contacting the Benefits Specialist and completing all required forms in which case the Board will pay fifty percent (50%) of the individual or family premium. The remainder of the premium will be paid by the teacher via payroll deduction.

3. Specifications:

Maximum benefits per covered person	\$2,500/year
Maximum orthodontics benefit per covered person including appliances for TMJ	\$2,000/lifetime for services
Deductible – individual	\$50/year
Deductible – family	\$75/year

Co-Insurance Amounts:

Diagnostic and preventive services	100% UCR
Routine dental services	80% UCR
Major dental services	80% UCR
Orthodontic services	60% UCR

4. Coverage Waiver Option

- Teachers eligible for Board-paid contributions towards dental insurance coverages, who waive the right to such insurance for one (1) full school year will receive a lump sum payment on the second pay period in September following the one (1) year waiver period.
- Full-time teachers waiving individual or family coverage shall receive a \$150 payment per school year, and eligible part-time teachers waiving individual or family coverage shall receive a \$75 payment per school year

on the second pay period in September following the one (1) year waiver period.

For part-time teacher to be eligible, that teacher must be at least a fifty percent (50%) teacher.

c. In the event of a change in circumstances, the teacher may reinstate coverage, provided he/she has filed the proper application card with the Benefits Specialist. A change in circumstances would include divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law. Such re-entry into the insurance program shall preclude the teacher from receiving the dental insurance waiver payment in lieu of coverage as indicated above.

d. Should a teacher elect to participate in the program, the teacher must complete a waiver of coverage form in lieu of a dental application. A teacher who withdraws from the program may not re-enter same until the following year. Once a teacher opts for the waiver, it stays in effect until the teacher revokes it. A newly-employed teacher may elect to participate by completing the waiver of coverage at the time of initial employment. Payment shall be made to such persons on a pro rata basis.

5. Presently-employed teachers who are eligible but have not enrolled for dental insurance may enroll during the period from September 1st through October 1st of each year. This enrollment limitation does not apply to presently enrolled teachers who may change coverage by completing new enrollment forms (family to single, single to family) at any time. The change in coverage will take effect on that date or a future date as designated by the teacher at the time of enrollment.
6. A newly-hired teacher will be insured on the first day of the following month as established by the teacher contract provided the teacher has enrolled in the dental insurance program and reports to work in accordance with the provisions of his/her contract.

D. Prescription Drug Insurance

Prescription drug coverage shall be in accordance with medical insurance Plan Option 1 as presented in negotiations and as prescribed in the Summary of Insurance Specifications as detailed in Section B above.

E. Vision Insurance

1. Effective October 1, 2009, the following Vision Insurance Plan shall be in effect:

Summary of Benefits, Effective 10/01/2009

<u>Covered Benefits</u>	<u>Member Benefit from Blue View Vision Network Provider</u>	<u>Non-Network Reimbursement</u>
Vision Examination including dilation and refraction as needed. Covered once every 12 months.	\$0 Copayment	Up to \$42
Prescription Lenses (Pair) Standard plastic lenses up to 55 mm; and all ranges of prescriptions Covered once every 12 months	\$0 Copayment	Up to \$200
• Single Vision Lenses (pair) • Bifocal Lenses (pair) • Trifocal Lenses (pair)		Up to \$40 Up to \$60 Up to \$80
Frames Covered once every 12 months	No Copayment, up to \$200 retail value	Up to \$45
Contact Lenses (in lieu of frame and lens benefits) Covered once every 12 months	No copayment, up to \$250 retail value	Up to \$105
• Contact Lenses (Elective) • Contact Lenses (Non-Elective)	No copayment	Up to \$210
Lens Options	Member Cost for Upgrades	
UV Coating	\$15	Discounts on lens option upgrades are not available out-of-network
Tint (Solid & Gradient)	\$15	
Standard Scratch-Resistance	\$15	
Standard Polycarbonate	\$40	
Standard Progressive (Add-on to bifocal copayment)	\$65	
Standard Anti-Reflective Coating	\$45	
Other Add-ons and Services	20% off retail	

DEPENDENT AGE LIMIT

Coverage stops at the end of the month of the ~~25th-26th~~ birthday.

F. Life Insurance

1. General
 - a. Beginning with the first of the month following employment, each teacher shall receive a Board-paid term life insurance policy in the face amount of either, and at the teacher's option, (1) two times the teacher's base salary calculated to the nearest thousand dollars in accordance with the January contract salary; or (2) \$50,000.
 - b. For teachers who elect life insurance in the amount equal to two times the teacher's salary calculated to the nearest thousand, the Board shall comply with Internal Revenue Service guidelines in reporting the cost of the premiums as income but shall not withhold any money for the potential taxes on that income unless required by IRS regulations.
2. Additional Term Life Insurance
 - a. Each teacher shall have the privilege of having a payroll deduction to purchase additional group coverage under guidelines as related to the Board adopted life insurance plan presently in force.
 - b. The guidelines shall be written as per direction of the insurer and the Superintendent.
3. Each teacher on a Board-approved leave shall have the right of continuing the life insurance policy, at the teacher's own expenses. Premium payments shall be remitted to the Board Treasurer by the first of each month.

ARTICLE 35.37 – SALARY AND SALARY SCHEDULE PLACEMENT

(This entire Article does not apply to Long-term Substitutes.)

- A. ~~The Board shall pay 9.3% of the teacher STRS contribution plus pick up on the pick up (i.e., an amount equal to the employer's and employee's contribution on this pick up amount.)~~—No state or federal taxes will be deducted on the amount of any teacher's contribution to STRS (the "pick-up") with the appropriate notations made on the individual teacher's W-2 form, **using the salary reduction method. The 9.3% actual pick up which was in effect in the 2010-2012 agreement shall be converted to salary by increasing the BA-0 Base salary in such a way that no employee experiences any reduction (no increase or decrease) in his/her effective salary amount or retirement benefit.**

- B. All calculations for per diem rates shall be based upon 184 days.
- C. All teachers shall be placed correctly on the indexed salary schedule according to their years of service and training and paid in accordance with that placement. No teacher as currently placed on the salary schedule shall be adversely affected by this provision.
 - 1. BA column – Teachers who have received a Bachelor’s Degree from a college or university.
 - 2. BA+15 column – Teachers who have at least fifteen (15) hours in addition to the teacher’s Bachelor’s Degree.
 - 3. BA+30 – Teachers who have at least thirty (30) hours in addition to the teacher’s Bachelor’s Degree.
 - 4. MA – Teachers who have received a Master’s Degree from a college or university.
 - 5. MA+15 – Teachers who have at least fifteen (15) hours in addition to the teacher’s Master’s Degree.
 - 6. MA+30 – Teachers who have at least thirty (30) hours in addition to the teacher’s Master’s Degree.
 - 7. EDS/MA+50/PS – Teachers who have at least fifty (50) hours in addition to the teacher’s Master’s Degree or an EDS degree or a Psychologist Specialist degree from a college or university.
 - 8. Ph.D. – Teachers who have received a Ph.D. or an Ed.D, degree from a college or university.
- D. For advancement on the salary schedule, only credit hours earned subsequent to the degree shall be considered. “Hours” means semester hours (or equivalent). No teacher as currently placed on the salary schedule shall be adversely affected by this provision.
- E. In order to advance beyond the Master’s Degree level on the salary schedule, all work taken must have been acquired from an approved (Ohio Department of Education) teacher training college or university. All course work must be of graduate level taken following the conferring of the Master’s Degree. Prior approval must be obtained from the Director of Human Resources and all graduate work must be earned in one’s teaching field or represent a purposeful pattern of teaching leading to a recognized advanced education degree or a higher level of teacher certification/licensure or lead to additional approved certification/licensure by the Ohio Department of Education.
- F. Each teacher who works part-time shall have his/her full time equivalency calculated by dividing the number of instructional minutes (defined for this purpose as student contact time) by the number of instructional minutes worked by full time teachers in the applicable building.

G. Salary Schedule Placement

1. Initial Placement – Teacher

- a. Prior to initial employment the administration and the individual teacher shall discuss how many years of prior teaching and/or military experience the Board is willing to recognize/grant for purposes of placement on the appropriate salary schedule. The administration has the authority to negotiate salary schedule placement for new teachers which may be greater or lesser than the statutory minimum of five (5) years. For purposes of negotiating initial placement, one (1) year of teaching experience means one hundred twenty (120) days in a single district as a regular teacher or substitute. In no event will the initial placement exceed actual years of experience.
- b. If a new teacher with five (5) or more years of experience is asked to accept placement on the salary schedule below the state minimum, he/she will be asked to sign a waiver (see Appendix P) relinquishing his/her rights to be placed on the salary schedule in accordance with state minimum standards (i.e., as a condition of employment, teachers may be asked to accept placement on the salary schedule below the state minimum standards which otherwise require recognition of at least five (5) years prior actual teaching and/or military experience).
- c. Teaching experience completed in other school districts must be verified in writing by the appropriate school official and filed with the Director of Human Resources. Failure to identify all years of relevant teaching experience at the time of initial application/employment shall preclude the teacher from later claiming the omitted years for purposes of placement on the appropriate salary schedule.

2. Recognition of Additional Academic Training

- a. Each certificated/licensed teacher who completes additional academic training which would qualify him/her for a higher salary bracket shall file, by September 15th with the Director of Human Resources, satisfactory evidence of completion of such training in order to be eligible for a move on the appropriate salary schedule during that school year. Upon receipt of the official transcript of grades indicating satisfactory completion of courses and/or degrees, the Director of Human Resources shall then certify to the Board Treasurer that the teacher qualifies for a change of salary classification. The Board Treasurer shall then immediately place the certificated/licensed teacher in the proper salary bracket in accordance with his/her academic training and experience and certify such salary, training, and experience to the State Board of Education. The Board Treasurer shall also send a salary notification to the certificated/licensed teacher and to the Director of Human Resources.

- b. Satisfactory evidence for purposes of the September 15th deadline can include the official transcript of grades indicating satisfactory completion of courses and/or degrees; a letter from the Registrar's office indicating additional training, provided the letter indicates than an official transcript will be furnished as quickly as possible; or on-line documentation with an official transcript to follow. No change in salary will occur until the official transcript is filed with the Director of Human Resources.
3. One Year of Teaching Experience – for Purposes of Advancement on the Salary Schedule
- a. One year of teaching experience for purposes of appropriate salary schedule placement means a minimum of one hundred twenty (120) days of teaching in the District in any contract year for full-time teachers.
- b. Any teacher employed as of January 1, 1994 who has been receiving a year of service credit for at least 3-3/4 hours per day (or the weekly equivalent) for at least one hundred twenty (120) days per year in the District shall continue to receive such credit on the same basis.
- c. For part-time teachers employed after January 1, 1994, one year of teaching experience will be pro-rated (e.g., .5 FTE will require two (2) years of one hundred twenty (120) days or more in the same district; .4 FTE will require three (3) years of one hundred twenty (120) days or more in the same district) in order to receive one (1) year of service for placement on the appropriate salary schedule. Any amount over 1.0 years will accumulate to the next school year (e.g., a teacher employed as a .6 teacher one school year and employed as a .6 teacher the next school year will have accumulated 1.0 years of service with the .2 year accumulation being credited to the next school year).
4. Transcript of Credits and Teaching Certificates/Licenses
- a. All certificated/licensed teachers new to the District must furnish an official transcript of credit; a copy of a valid, current teaching certificate/license for the subjects they are assigned to teach (or a letter from the college/university stating that all requirements have been met for certification/licensure) and a negative tuberculosis test result taken within ninety (90) days of employment.
- b. These documents must be on file in the office of the Director of Human Resources prior to the first day of employment. It is the teacher's responsibility to supply such documents. Failure to supply such written materials may result in the Board Treasurer refusing to issue a salary warrant.
5. Renewal of Certificates/Licenses

Evidence of certification/licensure or proof of timely application must be on file with the Director of Human Resources before the start of the school year. The failure to do so will result in the withholding of pay until such documentation is filed.

- H. The BA base salary effective August 1, **2010 2012**, through June 30, **2012 2015**, shall be \$34,779 **except as adjusted by the changes prescribed in Article 37: SALARY AND SALARY SCHEDULE PLACEMENT (A)**.

Also, the parties agree that effective for the 2011-12 school year only, no teacher will be advanced a step or a column on the salary schedule. Further, such step and column freeze for the 2011-12 school year shall not be made up or restored.

For example: a teacher who holds a BA+0 at step 5 during the 2010-2011 school year shall remain at BA+0 at step 5 for the 2011-2012 school year. The teacher shall resume normal step progression at BA+0 at step 6 at the start of the 2012-2013 school year.

Furthermore, a teacher who holds a BA+0 at step five for the 2010-2011 school year-and acquires a master's degree that would normally cause them to advance to a MA+0 at step 6 for the 2011-2012 school year, shall remain at a BA+0 at step 5 for the 2011-2012 school year. The teacher shall resume normal step progression at a MA+0 at step 6 at the start of the 2012-2013 school year.

This step and/or column freeze on the salary schedule shall automatically sunset on June 30, 2012. The resumption of the normal step and column adjustments for the 2012-2013 school year shall occur regardless of a rollover. **Effective July 1, 2012 there shall be no interruption, suspension or freeze of any step and/or column movement in the future.**

Further, any across-the-board increase granted to **the administration, leadership or** other bargaining units in the District shall also be applied as a percentage increase to the BA-0 Base salary of this Agreement.

- I. **The base salary increase for the 2012-2013 school year shall be 0%.**
The base salary increase for the 2013-2014 school year shall be 0%.
The base salary increase for the 2014-2015 school year shall be 0%.
- J. **Effective June 30, 2013 any teacher at or beyond any of the Salary Schedule Steps and Columns listed below shall receive a one time only Longevity Pay of One Thousand Five Hundred Dollars (\$1,500.00) payable by August 30, 2013.**

BA+0 at step 13 and beyond
BA+15 at step 13 and beyond
BA+30 at step 13 and beyond
MA+0 at step 13 and beyond

MA+15 at step 13 and beyond
MA+30 at step 14 and beyond
MA+50/Ed.S. at step 14 and beyond
Ph.D/Ed.D. at step 15 and beyond

K. Effective June 30, 2014 any teacher at or beyond any of the Salary Schedule Steps and Columns listed below shall receive a one time only Longevity Pay of One Thousand Five Hundred Dollars (\$1,500.00) payable by August 30, 2014.

**BA+0 at step 13 and beyond
BA+15 at step 13 and beyond
BA+30 at step 13 and beyond
MA+0 at step 13 and beyond**

**MA+15 at step 13 and beyond
MA+30 at step 14 and beyond
MA+50/Ed.S. at step 14 and beyond
Ph.D/Ed.D. at step 15 and beyond**

Strongsville City School District
Certified Salary Schedule Index

<u>Step</u>	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA+0</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+50/Ed.S.</u>	<u>Ph.D./Ed.D.</u>
0	1.000000	1.062247	1.095257	1.128268	1.152939	1.183691	1.199154	1.214617
1	1.066416	1.105422	1.146858	1.184820	1.214790	1.249799	1.267117	1.284547
2	1.103423	1.148596	1.198459	1.241373	1.276642	1.315907	1.335193	1.354478
3	1.140430	1.191770	1.250060	1.297925	1.338493	1.382016	1.403212	1.424408
4	1.177436	1.234944	1.301661	1.354478	1.400345	1.448123	1.471230	1.494339
5	1.251450	1.321293	1.404862	1.467582	1.524048	1.580340	1.607270	1.634200
6	1.288467	1.364467	1.456463	1.524135	1.585900	1.646447	1.675288	1.704129
7	1.325463	1.407642	1.508064	1.580687	1.647751	1.712556	1.743308	1.774060
8	1.362469	1.450816	1.559664	1.637239	1.709602	1.778664	1.811327	1.843990
9	1.399477	1.493991	1.611265	1.693792	1.771454	1.844773	1.879347	1.913921
10	1.473489	1.580340	1.714467	1.806896	1.895157	1.976988	2.015385	2.053781
11	1.510497	1.623514	1.766068	1.863449	1.957008	2.043097	2.083405	2.123712
12	1.547503	1.666689	1.817668	1.920002	2.018859	2.109204	2.151423	2.193642
13	1.589510	1.714863	1.874269	1.981553	2.085711	2.175313	2.219443	2.263573
14	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.333502
15	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
16	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
17	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
18	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
19	1.589510	1.714863	1.874269	1.981553	2.085711	2.246421	2.289962	2.408433
20	1.589510	1.714863	1.874269	2.012329	2.119137	2.281975	2.325221	2.445899

Strongsville City School District

Certified Salary Schedule Effective August 1, 2010

This salary schedule shall be revised upon the conclusion of negotiations to reflect the changes prescribed in Article 37: SALARY AND SALARY SCHEDULE PLACEMENT (A).

Base \$34,779

<u>Step</u>	<u>BA+0</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA+0</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+50/Ed.S.</u>	<u>Ph.D./Ed.D.</u>
0	34,779	36,944	38,092	39,240	40,098	41,168	41,705	42,243
1	37,089	38,445	39,887	41,207	42,249	43,467	44,069	44,675
2	38,376	39,947	41,681	43,174	44,400	45,766	46,437	47,107
3	39,663	41,449	43,476	45,141	46,551	48,065	48,802	49,539
4	40,950	42,950	45,270	47,107	48,703	50,364	51,168	51,972
5	43,524	45,953	48,860	51,041	53,005	54,963	55,899	56,836
6	44,812	47,455	50,654	53,008	55,156	57,262	58,265	59,268
7	46,098	48,956	52,449	54,975	57,307	59,561	60,631	61,700
8	47,385	50,458	54,244	56,942	59,458	61,860	62,996	64,132
9	48,672	51,960	56,038	58,908	61,609	64,159	65,362	66,564
10	51,246	54,963	59,627	62,842	65,912	68,758	70,093	71,428
11	52,534	56,464	61,422	64,809	68,063	71,057	72,459	73,861
12	53,821	57,966	63,217	66,776	70,214	73,356	74,824	76,293
13	55,282	59,641	65,185	68,916	72,539	75,655	77,190	78,725
14	55,282	59,641	65,185	68,916	72,539	78,128	79,643	81,157
15	55,282	59,641	65,185	68,916	72,539	78,128	79,643	83,763
16	55,282	59,641	65,185	68,916	72,539	78,128	79,643	83,763
17	55,282	59,641	65,185	68,916	72,539	78,128	79,643	83,763
18	55,282	59,641	65,185	68,916	72,539	78,128	79,643	83,763
19	55,282	59,641	65,185	68,916	72,539	78,128	79,643	83,763
20	55,282	59,641	65,185	69,987	73,701	79,365	80,869	85,066

ARTICLE 36-38 – SALARY SCHEDULE FOR GUIDANCE COUNSELORS AND PSYCHOLOGISTS AND SPECIAL EDUCATION FACILITATOR

Guidance counselors, psychologists and the Special Education Facilitator shall be paid a salary equal to the total of (a) the salary schedule as set forth at the end of Article 35; (b) the per diem rate of said salary for each day assigned by the Superintendent/designee, beyond the school year but established for the school year before the beginning of any extended time for the school year; and (c) additional compensation for job-description responsibilities of the psychologists and guidance counselors and the Special Education Facilitator that requires scheduling conferences and other job duties on occasional weekends, and before and after school that shall be:

Guidance Counselor	3-1/2% of BA base salary
Psychologist	4-1/2% of BA base salary
Special Education Facilitator	3-1/2% of BA base salary

ARTICLE 37-39 – MERIT INCENTIVE FOR ATTENDANCE AWARD

- A. Any teaching having an exemplary attendance record during his/her contract year (no use of sick leave and personal leave days other than those personal leave days pre-approved to attend events normally classified as professional leave) will be provided a Merit Incentive for Attendance Award. Sick leave used for the purposes of bereavement and days donated to the Sick Leave Bank shall not be counted as absence for the purposes of merit incentive for attendance. The Merit Incentive for Attendance Award shall be as follows:

Perfect attendance:

Full-time	zero (0) days – \$200 per quarter
Part-time	zero (0) days – \$100 per quarter

- B. The Merit Incentive Award shall be included with the teacher's regular pay check; however, the amount of tax to be withheld from the Merit Incentive Award will be calculated separately from the regular pay at the IRS recommended rate for supplemental wages.

ARTICLE 38-40 – RETIREMENT INCENTIVE PLAN

- A. Each employee who as of July 1, 2011, will be eligible to retire with STRS and who has at least ten (10) years of consecutive service to the Strongsville City School District as of that date, shall be eligible to receive early retirement incentive cash payments in accordance with the following schedule:

Date of Payment	Amount of Payment
January, 2012	\$13,000
January, 2013	\$13,000
January, 2014	\$13,000

To receive this benefit, the employee must, on or before March 1, 2011, provide written notice to the Superintendent or designee that the employee unconditionally resigns no later than July 1, 2010, but no sooner than the last day of classes during the current school year.

- B. This incentive will be included with any severance pay to which the teacher may be entitled under Article 33 and shall be paid in accordance with Article 26J. In the case of a teacher's death before he/she receives the cash component of the Retirement Incentive Plan amount to which he/she is entitled, payments shall be made to the teacher's spouse or estate in the manner provided by law.
- C. Employees who become eligible to retire with STRS after July 1, 2011, shall be eligible for the following early retirement incentive benefits and procedure only in the school year the employee first becomes eligible to retire under STRS rules except as prescribed below:
 - 1. Provide the Superintendent or designee on or before March 1 of the year the employee first becomes eligible to retire a written notice that the employee unconditionally resigns no later than July 1 of that year, but no sooner than the last day of classes during said year.
 - 2. Such eligible employees will receive an early retirement incentive cash benefit to be paid in three (3) equal, consecutive January installments of Thirteen Thousand Dollars (\$13,000) each, beginning with the January following the employee's effective date of retirement.
 - 3. Teachers who are first eligible for the retirement incentive at age fifty-five (55) with twenty-five (25) years of service under STRS guidelines shall also be eligible to participate at any year thereafter or until the teacher accrues thirty (30) years of service under STRS guidelines.
- D. Any employee who is eligible to exercise the rights provided in this early retirement incentive plan (Article 38) during this agreement but does not exercise such rights, or any eligible employee who submits the notice to the Superintendent or designee provided for above and/or fails to comply with the other stated requirements, shall be forever barred from participating in the early retirement incentive plan during this agreement.
- E. Any member of the bargaining unit who has already retired with STRS shall not be eligible for this early retirement incentive.
- F. The parties agree that the paragraphs Article 33(A)(3), Article 33(B)(2), and Article 33(C)(2) shall be superseded for employees retiring pursuant to this early retirement incentive plan, and each shall be replaced with the following language for ERIP participants only:

The payment of severance pay pursuant to Article 33 shall be paid in three (3) equal consecutive January installments beginning with the January following the employee's effective date of retirement.

ARTICLE 39-41 – SMALL GROUP INSTRUCTORS

- A. As of the start of the 2008-2009 school year, the classification of small group instructors has been eliminated and the then current small group instructors have become intervention specialists.
- B. Persons formerly assigned as small group instructors have been placed on the teacher salary schedule in accordance with their education level and have been credited with a maximum of ten years of credit for salary experience purpose. In no event will any person formerly assigned as a small group instructor suffer a reduction in salary as a result of this conversion.
- C. All former small group instructors who became intervention specialists beginning with the 2008-2009 school year shall not receive seniority credit for work as a small group instructor prior to the 2008-2009 school year. All other employees who worked as a small group instructor and who made a transition to another bargaining unit position prior to the 2008-2009 school year shall have their seniority grandfathered.

ARTICLE 44 – CLASS SIZE

- A. **Recognizing space limitations, the Board is committed to keep class sizes to a minimum wherever possible, with special attention being given to exceptional students. The average in kindergarten through grade three (K-3) of students to classroom teachers shall not exceed twenty-five to one (25:1). The building averages in each of grades four through six (4-6) of students to classroom teachers shall not exceed twenty-seven to one (27:1).**
- B. **The data used to calculate this average shall be the number of students and classroom teachers during the first full week of September of each school year. Guidance counselors and intervention specialists are not included for the purposes of this calculation. If the limits are exceeded as of the first Monday in October, each affected teacher will receive a quarterly stipend of twenty dollars (\$20) for each student in excess of the ratios outlined in Article 44-A. Students enrolled after the first Monday in October will not be counted toward the stipend. Said stipend shall be paid quarterly by separate check on or before the first payroll in November and is subject to withholdings (taxes, S.T.R.S., etc.).**
- C. **Every effort will be made by the administration to continue to equitably balance class sizes throughout the District.**

- D. Within the middle school and high school there shall be an effort to limit the assigned number of students to each teacher to a total of 135 students as of August 1st, preceding each school year. In no event, as of the August 1st date, shall there be a total in excess of 145 student assignments to each teacher at the middle school and high school. The Superintendent shall have complete discretion and authority after August 1st to assign in excess of the 145 students due to subsequent increased student enrollment. If the limits are exceeded as of the first Monday in October, each affected teacher will receive a quarterly stipend of twenty dollars (\$20) for each student in excess of the 145 students assigned to the teacher as of the first Monday in October. Students enrolled after the first Monday in October will not be counted toward the stipend. Said quarterly stipend shall be paid by separate check on or before the first payroll in November and is subject to withholdings (taxes, S.T.R.S., etc.).

ARTICLE 45 – PROGRESSIVE DISCIPLINE

- A. No Bargaining Unit Member shall be disciplined or deprived of any professional benefits without good and just cause. Disciplinary action shall be reasonable in view of the offense. Bargaining unit members shall be notified if a report is submitted to the Ohio Department of Education and provided a copy of such report. Progressive discipline does not preclude bypassing lesser disciplinary actions in cases of flagrant violations.
- B. For first offense situations and any subsequent offenses where such action is deemed appropriate by the administrator involved, an oral warning may be issued at a conference for that purpose. Subsequent offenses may subject a member to letters of reprimand or further disciplinary action. Each party shall have the right to a representative of his/her choice at any disciplinary conference.
- C. Progressive Discipline Steps

The following steps of progressive discipline will be used by the administration:

Step 1 – Verbal Reprimand

Step 2 – Written Reprimand

Step 3 – Suspension with or without pay, not to exceed five (5) days

Step 4 – Termination in accordance with O.R.C 3319.16

- Steps maybe bypassed for flagrant violations

- D. During an investigation the bargaining unit member may be assigned to home without loss of pay or benefits.

- E.** Before a bargaining unit member is issued a verbal reprimand, a written reprimand or is suspended without pay for not more than five (5) days, the bargaining unit member shall receive a written notice of a hearing on the possible discipline. The notice shall specify that the bargaining unit member is entitled to bring an SEA and OEA representative to the meeting. If necessary, the hearing will be rescheduled by mutual agreement to accommodate the attendance of a representative(s).
- F.** The teacher shall have the right to face his/her accuser(s), shall receive the specific allegations in writing, shall have the right to call witnesses, and shall have the right to rebut the allegations. If the accuser(s) is a student(s), the student's parents will be permitted to attend the hearing. The failure to present rebuttal testimony or other evidence at a hearing shall not be used against the teacher.
- G.** At the conclusion of the hearing, if the hearing officer (Director of Human Resources or Superintendent) determines that discipline is warranted, the teacher shall be provided with specific written reasons for the discipline and the exact discipline being imposed shall be stated. Following the hearing the bargaining unit member and representative will be advised in writing of the discipline to be imposed.
- H.** Bargaining unit members have the right to appeal any discipline issued for steps 1, 2, and 3 through the grievance procedure of this Agreement. Step 4, termination shall be through the R.C. 3319.16 statutory procedure.

ARTICLE 40-52 – DURATION, EFFECT AND FORM

- A.** This Agreement shall become effective August 1, ~~2010~~ ~~2012~~, and remain in full force and effect through and including July 31, ~~2012~~ ~~2015~~.
- B.** This Agreement shall constitute the full and complete agreement between the parties and supercedes and cancels all previous negotiated agreements, past practices between the Board and the Association, and any other verbal or written agreements which are not otherwise incorporated into this Agreement. All prior negotiated agreements between the Board and the Association are null and void by this Agreement. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement and shall be controlling on both parties collectively and individually.
- C.** This Agreement, by reference, shall be a part of the individual teacher's contract. Any changes in this Agreement shall become a part of that contract on the effective date of said changes.
- D.** Should any provision of this Agreement be held illegal by a court of final jurisdiction, such provision shall be deemed invalid, but the remainder Agreement shall be deemed valid and subsisting. The parties agree to begin bargaining over such area within thirty (30) days of the courts' decision.

- E. Notwithstanding any other provisions of this Agreement, the parties agree to reopen the contract at the request of either the Board or the Association to bargain the effects of the "No Child Left Behind Act," which amended the Elementary and Secondary Education Act, and related state law. The procedure set forth in Article 3 will govern these midterm negotiations, with the exception of that part of Section A.4, which requires the commencing of negotiations in February.
- F. The Board and Superintendent shall retain their rights to manage the District. It is understood that certain of these rights are limited by the specific provisions of this Agreement and such provisions shall be controlling.
- G. This Agreement shall be printed in booklet form within thirty (30) days of agreement and signed by the Board President and Association President. The cost of printing shall be borne by the Board. A copy shall be given to each teacher and the Association and Board shall receive fifty (50) additional copies. All new teachers shall be provided a copy of this Agreement upon hiring.

IN WITNESS WHEREOF, authorized representatives of the parties have caused their names to be hereunto subscribed on this _____ day of _____, **20112013**.

Signatures:

Association President

Date

Board President

Date

Date Ratified

Date Approved